



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 02, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 September 2, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AWARD OF CONTRACT FOR WATER TRUCK SERVICE IN THE UNINCORPORATED AREAS OF NORTH LOS ANGELES COUNTY (SUPERVISORIAL DISTRICT 5) (3 VOTES)**

#### **SUBJECT**

This action is to award a contract for water truck services in the unincorporated County areas of North Los Angeles County.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award a contract to Spadaro Enterprises, Inc., d.b.a. S&S Sweeping for Water Truck Service in the annual sum of \$564,935, and instruct the Chairman to execute the contract. This contract will commence on October 1, 2014, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract amount of \$3,107,143.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew this contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Spadaro Enterprises, Inc., d.b.a. S&S Sweeping has successfully performed during the previous contract period and the service is still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide water truck services within the unincorporated northern portion of the County of Los Angeles. The work to be performed will consist of the delivery and application of water at various County roadways for maintenance and grading activities and to control fugitive dust on dirt roads in the North County. The Department of Public Works has contracted for this service since 2003.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual contract sum is \$564,935 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the unit rates quoted by the contractor.

Funding for this service is included in the Road Fund and Internal Service Fund Fiscal Year 2014-15 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund Budget. Funds to finance this contract's future and option years, including 10 percent additional funding for contingencies, will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor for Water Truck Service is Spadaro Enterprises, Inc., d.b.a. S&S Sweeping located in Lancaster, California. This contract will commence on October 1, 2014, or upon the Board's approval, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

This contract has been executed by Spadaro Enterprises, Inc., d.b.a. S&S Sweeping and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on March 26, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform this contracted service. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board, and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted service can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for any option years.

## **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant

effect on the environment in that it meets the criteria set forth in Section 15301 (c) of CEQA.

### **CONTRACTING PROCESS**

On March 27, 2013, Public Works solicited proposals from 69 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On April 23, 2014, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Two proposals were disqualified for not meeting the minimum requirements of the RFP. The remaining one proposal met the minimum requirements and was then evaluated by an evaluation committee consisting of three staff from Public Works. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, equipment, financial resources, references, and demonstrated controls over labor/payroll record keeping. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, Spadaro Enterprises, Inc., d.b.a. S&S Sweeping.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

### **CONCLUSION**

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

9/2/2014

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division  
(w/o enc.)

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

SPADARO ENTERPRISES, INC., DBA S&S SWEEPING

FOR

WATER TRUCK SERVICE (2014-PA019)

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**EXHIBIT I Water Usage Log**

SAMPLE AGREEMENT FOR  
WATER TRUCK SERVICE

THIS AGREEMENT, made and entered into this 2nd day of September, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SPADARO ENTERPRISES, INC., DBA S&S SWEEPING, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 23, 2014, hereby agrees to provide services as described in this Contract for Water Truck Service.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Map Exhibit H; Water Truck Service Form; Exhibit I, Water Usage Log; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$564,935 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 1, 2014, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year periods and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By Carla Little  
Deputy

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By Carole Suzuki  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20

SEP 02 2014

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By Don Krabe  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Carla Little  
Deputy

SPADARO ENTERPRISES, INC., DBA  
S&S SWEEPING

By James Robert Spadaro  
Its President

James Robert Spadaro  
Type or Print Name

By James Robert Spadaro  
Its Secretary

James Robert Spadaro  
Type or Print Name

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 07, 2014 before me, Brenda Fasheh Notary Public  
(Here insert name and title of the officer)

personally appeared James Robert Spadaro

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda Fasheh  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☒ Other President

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural form by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 07, 2014 before me, Brenda Fasheh Notary Public  
(Here insert name and title of the officer)

personally appeared James Robert Spadaro

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda Fasheh  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)

☒ Other Secretary

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## SCOPE OF WORK

## WATER TRUCK SERVICES

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Quang Luong of Road Maintenance Division, who may be contacted at (661) 947-7173, Ext. 242, e-mail address: [qluong@dpw.lacounty.gov](mailto:qluong@dpw.lacounty.gov), Tuesday through Friday, 6:30 a.m. to 5 p.m. The Contract Manager may designate several Public Works' Representatives (PWR), mainly Road Maintenance Division Superintendents and Supervisors, to request work from the Contractor. The Contract Manager and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager and/or PWR. The Contractor will be notified in writing when there is a change in the Contract Manager or verbally if there is a change in PWR.

B. Work Location

All jobsites will be located within the boundaries of the northern Los Angeles County area as shown on the attached Map (Exhibit G) at various Public Works facilities such as, but not limited to, street and road rights of way, including parkways and medians.

C. Work Description

The work to be performed under this Contract is the delivery and application of water at various northern Los Angeles County facilities and rights of way. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for any and all damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

D. Hours and Days of Service

Hours of service will typically be 6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday each week, except County observed holidays. A typical work week will be consistent with the Road Maintenance Division's 4/40 work schedule for the area of operation. Work hours may be altered, when necessary, with the approval of the Contract Manager.



Holidays Observed by the County of Los Angeles are:

|                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Columbus Day           |
| Martin Luther King, Jr. Day | Veterans Day           |
| Presidents' Day             | Thanksgiving Day       |
| Memorial Day                | Day After Thanksgiving |
| Independence Day            | Christmas Day          |
| Labor Day                   |                        |

Public Works will make the initial notification of service to be performed to the Contractor at least 48 hours in advance of the service location and the date. The Contractor shall report to the jobsite fully loaded with water and ready to begin work at the time instructed by the PWR. Contractor will be paid beginning at the time specified to report to work by the PWR, provided the Contractor is on-site and ready to work. The contractor will be paid the hourly rate quoted on Form PW-2 for water trucks services made during a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday). The overtime hourly rate quoted on Form PW-2 will be paid for hours worked in excess of a normal working day (6 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday) and/or in excess of an average 40 hours per week based on a consecutive two-week period. Overtime rates will also apply to work performed on Saturday, Sunday, or holidays. The County will not pay for travel time to and from the jobsite at the beginning and end of the day. Work hours, including total hours needed on a given day, may be altered, reduced, or eliminated entirely at the discretion of the PWR.

During the period of this contract, changes may occur in Public Works' operational need for a water truck under this contract, including, but not limited to, weather changes, equipment breakdown, personnel training, or the lack of personnel.

**Public Works reserves the right to curtail the Contractor's hours of service subject to the following: Contractor will be paid a minimum of four hours for each day for each vehicle called to perform work under this Contract. Subject to the foregoing minimum, the Contractor shall only be paid for actual hours worked on-site, invoiced, and verified by Public Works through the use of the Water Truck Services Form (Exhibit H).**

Typically, Public Works will, during the current workday, notify the Contractor of the time and location to report to on the next workday should his services be needed. Should an instance arise where Public Works will not be able to use the Contractor on the next workday, and the Contractor has already left for the current workday, Public Works reserves the right to contact the Contractor up until 4 a.m., the day services were needed to cancel with the Contractor. The Contractor will provide Public Works with phone numbers, preferably cell phone numbers of Contractor's operators where they can be reached and notified of the

situation. The Contractor may alternatively request that all such notifications be made directly to him for him to notify his operators. A recorded voicemail message shall be considered adequate notification to the contractor if Public Works does not make direct contact with the Contractor.

E. Utilities

Public Works will provide water at no cost to the Contractor. Contractor is required to fill out a Water Usage Log (Exhibit I) showing the date, time, hydrant location, and number of gallons of water loaded on every filling. The contractor will sometimes be required to use a water meter. No other utilities will be provided.

F. Storage Facilities

Public Works will provide limited storage facilities for the Contractor's equipment and materials, subject to the following restrictions:

1. The Contractor shall store only equipment/materials required to fulfill its responsibilities under this Contract and at the direction of a Public Works Road Maintenance Superintendent/Supervisor or PWR.
2. If work will not be assigned to the Contractor for an extended period of time, Public Works reserves the rights to have the Contractor remove their equipment/materials from the storage facilities.
3. The Contractor shall not hold Public Works or County liable or responsible for any damage to Contractor's equipment/materials, by whatever means, or for the theft of materials or equipment from a Public Works facility or jobsite.
4. Public Works will determine facility storage space availability when work is requested.
5. Contractor is required to follow and comply with best management practices (BMP) when storing equipment/materials at a Public Works facility. Contractor is responsible for cleanup of any and all spills that result from the storage of such equipment or material within the County facility.

G. Equipment

Provide a minimum of three water trucks meeting the following specifications:

- A capacity of 4,000 gallons or greater.

- Capable of dispensing water under pressure by use of a pump.
- Capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle.
- Capable of connecting to discharge hoses from a garden to a 2.5-inch hose to facilitate drain and culvert cleaning.
- Capable of connecting to a minimum 2.5-inch hose to facilitate tank filling.
- Fully adjustable spray nozzles (two in the front and two in the rear).
- Legal for operation on public roads.

The Contractor shall furnish and maintain in good and safe condition all equipment for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws. The PWR may reject any vehicle or piece of equipment not meeting these requirements and order it removed from the jobsite. The Contractor shall promptly remove any vehicle or equipment that is rejected by the PWR from the jobsite and replace it that same day.

Any heavy equipment utilized by the Contractor for this Contract shall comply with the American Association of State Highway Transportation Officials (AASHTO) H-20 Loading weight requirement.

#### H. Alternate Equipment

1. While certain specifications herein may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged. The Contractor may request, in writing, permission from the Contract Manager to use equipment of a different size or type in place of the equipment specified. The Contract Manager, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Contract Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by the Contract Manager, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results that in the opinion of the Contract Manager are equal to, or better than, that which can be obtained with the equipment specified. The Contract Manager

shall have the right to withdraw such permission at any time if it is determined that the alternate equipment is not producing work that is equal, in all respects to that which can be produced by the equipment specified. Upon withdrawal of such permission by the Contract Manager, the Contractor shall be required to use the equipment originally specified and shall, in accordance with the directions of the Contract Manager, remove and dispose of, or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternate equipment.

2. Neither Public Works nor the Contractor shall have any claim against the other for withholding, granting, or withdrawing permission to use alternate equipment.
3. Permission to use alternate equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the Contract Manager to be in furtherance of the purposes of this provision. Approval of use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.
4. The hourly prices reflected in Form PW-2, Schedule of Prices, shall not be subject to change or negotiation if alternate equipment is used.
5. Nothing herein shall relieve the Contractor of its responsibility for furnishing equipment/materials and producing finished work of the quality specified in this Contract.

I. Special Safety Requirements

1. The Contractor shall not perform any work within the work area until County personnel have established a properly controlled work zone. An on-site County supervisor will inform the Contractor when the site is ready to proceed with work.
2. The Contractor shall comply with all applicable laws and regulations, and shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations.
3. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.
4. Hard hats and class 3 safety vests will be worn at all times when outside of the vehicle and in the work zone. Suitable clothing, personal protective

equipment, work boots, and gloves that meet Cal/OSHA requirements are required. No tank top, shorts, or cut off sleeves allowed.

5. Contractor shall inspect and identify any condition that renders any portion of the premises unsafe. Contractor shall notify the Contractor Manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

J. Responsibilities of the Contractor

The Contractor shall:

1. Report to specific work locations with water trucks fully loaded with water and ready to begin work within 48 hours after being initially notified by the Contract Manager or PWR by telephone. The Contractor shall provide a phone number, preferably a cell phone number, at which the Contractor can provide an oral response within a 24-hour period of the Contract Manager's request for work.
2. Have all necessary City, County, and State permits and/or licenses required for trucks, equipment, and the operations.
3. Provide qualified personnel to operate the water truck equipment. All Contractor's operators shall possess and carry at all times at minimum a valid State of California Department of Motor Vehicles Class A or B (with a minimum of a "TV" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations, which is subject to verification by an on-site County supervisor while performing services under this Contract.
4. Repair any damage to Public Works or private facilities resulting from the Contractor operations, including, but not limited to, access road paving, fences, gates, etc. at no cost to Public Works.
5. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours.
6. Complete a Water Truck Services Form (Exhibit H) supplied by Pubic Works, which will indicate the total hours worked, the total units (1 unit = 100 gallons) of water delivered, and all downtime. At the end of

each work week, this form shall be filled out and signed by the Contractor's operator at the jobsite and countersigned by the Public Works on-site supervisor. This form will be used by Public Works to verify Contractor's invoices and can be used by the Contractor to create invoices.

7. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
8. Fuel and service its trucks and equipment outside working hours.
9. If required by Public Works, provide sufficient labor and equipment to respond to multiple work sites.
10. Promptly pay all fines, fees, and penalties resulting from Contractor's traffic violations, such as, but not limited to, overloading, truck route permits, and equipment defects.
11. Contractor and Contractor's on-site supervisor shall have a minimum of three years of experience performing water truck service.

F. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager.

G. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all Federal, State, and local laws, ordinances, and regulations which are applicable to the work.

K. Air Quality

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

L. Regulatory Compliance

Contractor shall comply with all applicable Federal and State laws and safety regulations, including, but not limited to, General Order No. 98A of the California Public Utilities Commission, relating to the operation and maintenance crews and service equipment.

M. Conduct of Personnel

The Contractor and the Contractor's employees shall conduct themselves in a manner consistent with Public Works standards while performing work under this Contract. Behavior, such as horse-play, taunting of animals, offensive language, gestures, or actions, etc., is unacceptable and will not be tolerated. The Contractor shall be responsible for ensuring that all personnel under its supervision conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

N. Responsibilities of Public Works

1. Public Works will select locations that require the services of the Contractor and will notify the Contractor by telephone or in person.
2. The Contract Manager will notify the Contractor, at least 48 hours in advance, at which facility and on what date Contractor's services will initially be needed.
3. Public Works will determine the need for and provide jobsite inspection on a daily basis. At the time of notification, Public Works will identify the PWR responsible for inspection at each site. The Contractor shall meet on-site with the PWR prior to commencement of any work, as requested.
4. In the event that the Contractor will need to close any bicycle trail located adjacent to a Public Works facility, Public Works will notify the appropriate official to determine closure requirements and detour routes.
5. Public Works will determine the type of work needed at each facility and/or jobsite.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by

the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Q. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.



R. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

S. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work for any unanticipated or unforeseen need; or improvements in order to modify or enhance existing Scope of Work. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the County-approved rates. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

T. Proposed Price

All services required in this Exhibit A, Scope of Work shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices.

U. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
  - d. The parties are not under any compulsion to contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.
4. In addition to the above, Public Works may use Performance Requirements Summary (Exhibit F) to evaluate Contractor's performance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.



E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated



in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and

maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's

non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the



Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County Manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any

and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this



Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy Form WC-00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.



## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

#### H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.



## SECTION 11

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

## SECTION 12

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## SECTION 13

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 14

### PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. Whenever requested by the Contract

Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or surrendering adult to safely and confidentially surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafe-la.org](http://www.babysafe-la.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro es una ley que permite a los padres o adultos que tienen un recién nacido entregarlo a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

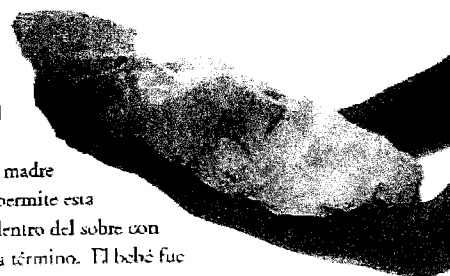
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCIA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

## EXHIBIT E

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

## EXHIBIT E

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

## EXHIBIT E

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks  | Performance Indicator   | Deductions / Consequences for Failure to Meet Performance Indicator*   | Compliance  | Comments |
|---|---|--|---|----------|
| <b>A. SCOPE OF WORK</b>   |   |  |   |          |
| 1. On-time performance  | Does not arrive at the time specified by the Contract Manager.  | \$200 per hour that the Contractor is late.  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 2. Fuel Storage   | Temporary fuel storage shed at County facility needs second containment and overhead cover.   | \$500 per occurrence that the Contractor is not in compliance.   |   |          |
| 3. Fines by Regulatory and Governmental Agencies                    | Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements. | \$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; suspension; possible termination for default of contract | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 4. Violation of the National Pollutant Discharge Elimination System | Discharge of debris into storm drains and/or gutter.  | \$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks                                     | Performance Indicator  | Deductions / Consequences for Failure to Meet Performance Indicator*            | Compliance  | Comments |
|--|--|---|---|----------|
|  |  | cost; suspension; possible termination for default of contract                  |   |          |
| <b>B. REPORTS/DOCUMENTATIONS</b>                           |  |   |   |          |
| 1. Daily/Weekly/Monthly/Quarterly Reports                  | Submitted to Contract Manager daily/weekly/monthly report.   | \$50 per day per report that is late or not submitted                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 2. Special Reports As Needed                               | Filed within time frame requested.   | \$50 per day per report that is late or not submitted                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| <b>C. EMPLOYEES</b>  |  |   |   |          |
| 1. Contractor's Employee Criminal Background Investigation | Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract.<br>Employees who <u>do not</u> pass or is not certified shall be immediately removed. | \$100 per employee per day who is not certified as passing the background check | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.



## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks                       | Performance Indicator  | Deductions / Consequences for Failure to Meet Performance Indicator*   | Compliance  | Comments |
|--|--|--|---|----------|
| 2. Employees Well Oriented To Job            | Employees must have thorough knowledge of facility and its needs.  | \$50 per error resulting from lack of orientation; possible suspension | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 3. Staffing                                  | Staffing levels are equal or exceed contract requirements.   | \$50 per occurrence  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 4. Photo I.D. Badges                         | Photo I.D. Badges worn by all employees on the job at all times.   | \$50 per employee, per occurrence                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 5. Uniform/Safety attire                     | Uniforms worn by all day time employees on the job. Hard hats & vest with boots when outside the vehicle. No tank top, shorts, or cut off sleeves allowed. | \$50 per employee, per occurrence                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 6. Training program                          | Document training of each employee.  | \$250 per untrained employee   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 7. Maintain Knowledge of Safety Requirements | Completion of training of all accepted standards for safe practices related to the work.   | \$50 per employee, per occurrence                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| <b>D. SUPERVISOR/MANAGERS</b>                |  |  |   |          |
| 1. Change in Project Manager                 | Contractor shall notify the County in writing of any change in name or address of the Project Manager.   | \$50 per occurrence  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks                                    | Performance Indicator  | Deductions / Consequences for Failure to Meet Performance Indicator*                     | Compliance  | Comments |
|---|--|--|---|----------|
| 2. Respond to complaints, requests, and discrepancies.    | Respond within the time frame outlined in the Contract.  | \$50 per complaint not responded to within the time frame outlined in the specifications | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 3. Makes Site Inspections                                 | Facility inspected each shift or as required by Contract.  | \$50 per occurrence  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 4. Competent Supervisory Staff                            | Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.  | \$200 per occurrence; possible suspension  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 5. Provide Adequate Supervision and Training              | Contract specifications met.   | \$50 per occurrence; possible suspension   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 6. Project Safety Official                                | Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. | \$200 per occurrence   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 7. Supervisors speak, read, write, and understand English | On-site supervisor can communicate in English with County Contract Manager.  | \$100 per day for use of non English-speaking supervisor; possible suspension            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| <b>E. CONTRACT ADMINISTRATION</b>                         |  |  |   |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks   | Performance Indicator   | Deductions / Consequences for Failure to Meet Performance Indicator*   | Compliance  | Comments |
|--|---|--|---|----------|
| 1. Insurance Certifications                                    | Certifications submitted before implementation of contract and on a timely basis there-after.   | \$200 per day; work/contract; possible suspension; possible termination for default of contract                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 2. Provide Performance Bond                                    | Valid bond is furnished and not allowed to lapse.   | \$200 per day; possible suspension; possible termination for default of contract   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 3. Record Retention & Inspection/Audit Settlement              | Maintain all required documents as specified in contract.   | \$200 per occurrence   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 4. Use of Subcontractor without Approval and/or Authorization. | Obtain County's written approval prior to subcontracting any work.  | \$500 per occurrence; possible suspension; possible termination for default of contract                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 5. License and Certification                                   | All license and certifications required to perform the work, if any.  | \$200 per day; possible suspension; possible termination for default of contract   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |
| 6. Assignment and Delegation                                   | Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County. | \$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator  | Deductions / Consequences for Failure to Meet Performance Indicator* | Compliance  | Comments |
|------------------------|--|--|---|----------|
| 7. Safety Requirements | Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA). | \$500 per occurrence; possible suspension                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A |          |

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WATER TRUCKS  
AT VARIOUS NORTH COUNTY DEPARTMENT FACILITIES

## LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

**Water Truck Services**

CONTRACTOR USE ONLY

Company Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Company Representative \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Hours & Units / Day & Dates**Hours  
Units\*

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| ITEM # | Type of Equipment | Total Hours | Down Time | Net Hours |
|--------|-------------------|-------------|-----------|-----------|
|        | Water Truck       |             |           |           |

PCA No. \_\_\_\_\_ OCA No. \_\_\_\_\_ User Code 1 \_\_\_\_\_

Job Location \_\_\_\_\_

Job Description \_\_\_\_\_

\* 1 Unit = 100 Gallons of Water

By signing this document, the contractor and/or his representative confirm that they agree with the total hours worked for this day/week.

\_\_\_\_\_  
Name of Department Supervisor\_\_\_\_\_  
Signature of Contractor's Representative\_\_\_\_\_  
Signature of Department Supervisor

DEPARTMENT USE ONLY



✓

Spadaro Enterprises, Inc.  
dba S&S Sweeping  
42612 8<sup>th</sup> Street, West  
Lancaster, California 93534  
661.940.1914

James R. Spadaro, Proposer

County of Los Angeles  
Department of Public Works  
Proposal for Water Truck Services

April 23, 2014



## 2. Table of Contents

### 3. Letter of Transmittal

### 4. Support Documents for Corporations and Limited Liability Companies

- a. Certification of Good Standing  
Statement by Domestic (of Foreign) Stock Corporation Statement of Information

### 5. Experience

Background  
Organization Chart  
Specific Information; Identify Roles/Resumes for the firm, principals, managing employees, on-site supervisors  
Provide additional information for staff involved with this contract

### 6. Work Plan

Comprehensive and detail how service will be performed to meet requirements  
Detailed plan on how the Water Truck Services Form, Exhibit H and Water Usage Log, Exhibit I will be accurately completed  
Compliance Safety Requirements

### 7. Quality Assurance Program

- a. Policies and Procedures
- b. Inspection Fundamentals
- c. Quality Control Documentation, Review and Reporting

### 8. Equipment

Inventory of all operable equipment available to be used to accomplish the work (Form PW-20)  
Evidence of Affirmative Statement that a minimum of three Water Trucks are in compliance with Exhibit A, Scope of Work

### 9. Subcontractors

### 10. Financial Resources

Financial Statements 2011, 2012 and 2013

### 11. Licenses and Certifications

### 12. Insurance

### 13. Record Keeping

### 14. Forms List

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program  
Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification

- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractor
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification if requesting SBE preference)
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-18 Request for Disabled Veteran Business Enterprises (DVBE) Preference Program Consideration Form
- PW-19 Proposer's Compliance with the Minimum Requirements of the RFP
- PW-20 Statement of Equipment Form

- LW-3 Contractor Living Wage Declaration
- LW-4 Living Wage Acknowledgment and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History (Disclosure full details of any such/determinations, claims, and/or debarments.)
- LW-7 Proposer's Medical Plan Coverage
- LW-8 Proposer's Staffing Plan and Cost Methodology. (Total annual price listed on LW-8 must match the total proposed annual price listed in Form PW-2)
- LW-9 Wage and Hour Record Keeping for Living Wage Contracts

15. Subcontractors' Forms List (Not Applicable No Subcontractors Involved)

16. Living Wage Ordinance – Application for Exemption

17. Additional Information

### **3. LETTER OF TRANSMITTAL**

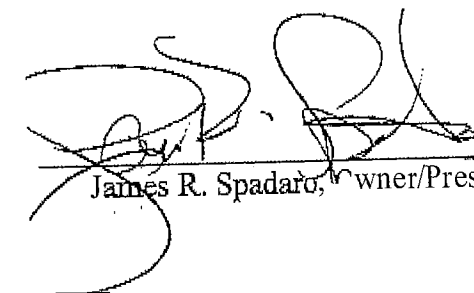
#### **Statement of Understanding;**

To provide water trucks when notified 48 hours in advance to Public Works facilities within the boundaries of the North County area such as, but not limited to debris basins, channels, street and road rights of way including parkways and medians.

#### **Authorized individual(s) to make representations:**

James R. Spadaro, Owner  
42612 8th Street West  
Lancaster, CA 93534  
Office: 661-940-1914  
Cell: 661-609-6002

Suzn Steelman, Office Manager  
42612 8th Street West  
Lancaster, CA 93534  
Office: 661-940-1914  
Direct: 661-948-5705



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James R. Spadaro, Owner/President, Spadaro Enterprises, Inc.

**4. SUPPORT DOCUMENTS FOR CORPORATIONS**

Certificate of Good Standing (attached)

Statement by Domestic (or Foreign) Stock Corporation (attached)

Statement of Information (attached)

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

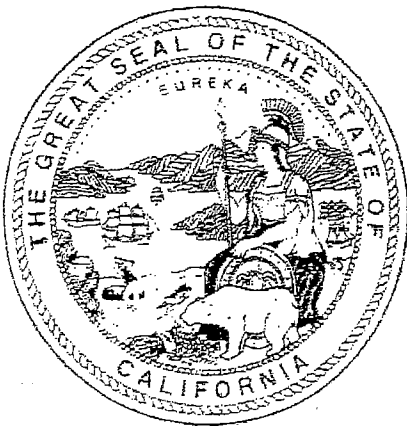
SPADARO ENTERPRISES, INC.

FILE NUMBER: C2400769  
FORMATION DATE: 10/23/2001  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to exercise  
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of March 24, 2009.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



**State of California**  
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of.

JUL 18 2007

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



# State of California Secretary of State

## STATEMENT OF INFORMATION (Domestic Stock Corporation)

**S**

06-573066

35

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.****IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM****CORPORATE NAME** (Please do not alter if name is preprinted.)Spadaro Enterprises, Inc.  
42612 8th Street West  
Lancaster, CA 93534

C2400769

**FILED**  
in the office of the Secretary of State  
of the State of California

DEC 29 2006

This Space For Filing Use Only.

**DUE DATE:****CALIFORNIA CORPORATE DISCLOSURE ACT** (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

**COMPLETE ADDRESSES FOR THE FOLLOWING** (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

| STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE                      | CITY AND STATE | ZIP CODE |
|---|----------------|----------|
| 42612 8th Street West   | Lancaster, CA  | 93534    |
| STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY | CITY           | STATE    |
| 42612 8th Street West   | Lancaster      | CA       |

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS** (The corporation must have these three officers. A comparable title or the specific officer may be added, however, the preprinted titles on this form must not be altered.)

| NAME                    | ADDRESS                | CITY AND STATE | ZIP CODE |
|-------------------------|------------------------|----------------|----------|
| James R. Spadaro        | 43448 37th Street West | Lancaster, CA  | 93536    |
| SECRETARY               | ADDRESS                | CITY AND STATE | ZIP CODE |
| James R. Spadaro        | 43448 37th Street West | Lancaster, CA  | 93536    |
| CHIEF FINANCIAL OFFICER | ADDRESS                | CITY AND STATE | ZIP CODE |
| James R. Spadaro        | 43448 37th Street West | Lancaster, CA  | 93536    |

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS** (The corporation must have at least one director. Attach additional pages, if necessary.)

| NAME             | ADDRESS                | CITY AND STATE | ZIP CODE |
|------------------|------------------------|----------------|----------|
| James R. Spadaro | 43448 37th Street West | Lancaster, CA  | 93536    |
| NAME             | ADDRESS                | CITY AND STATE | ZIP CODE |
|                  |                        |                |          |
| NAME             | ADDRESS                | CITY AND STATE | ZIP CODE |
|                  |                        |                |          |

**NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY****AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

| NAME OF AGENT FOR SERVICE OF PROCESS                                    | CITY      | STATE | ZIP CODE |
|---|-----------|-------|----------|
| James R. Spadaro  | Lancaster | CA    | 93536    |
| ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY      | STATE | ZIP CODE |
| 43448 37th Street West  | Lancaster | CA    | 93536    |

**TYPE OF BUSINESS**DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Limousine Service; Street Sweeping/Dust Control; Transport

BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

JAMES R SPADARO

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

OWNER  
TITLE12/27/06  
DATE

State of California  
Secretary of State



STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

S

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C2400769

SPADARO ENTERPRISES, INC.

42612 8TH ST WEST

LANCASTER CA 93534

DUE DATE: 10-31-08

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. ☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16.  
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3 CITY STATE ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

7. SECRETARY/ ADDRESS CITY STATE ZIP CODE

8. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME ADDRESS CITY STATE ZIP CODE

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

8/16/08  
DATE

James R Spadaro  
TYPE/PRINT NAME OF PERSON COMPLETING FORM

President  
TITLE

SIGNATURE





**Secretary of State**  
Business Programs Division

1500 11th Street, 3rd Floor  
Sacramento, CA 95814

Business Entities  
(916) 657-5448

## **NOTICE OF LEGISLATIVE CHANGE**

### **Corporation Filing Requirements**

As a result of numerous customer requests and in our ongoing effort to provide excellent customer service, the Secretary of State drafted language for inclusion in Senate Bill 998, chaptered on July 20, 2007 and effective January 1, 2008, making the following three significant changes to corporations' filing requirements with our office:

- All domestic (California) stock and nonprofit corporations and all foreign (out of state or country) corporations must provide a street address when designating an individual as agent for service of process. A post office box address no longer is acceptable.
- All domestic (California) stock and foreign (out of state or country) corporations must provide their mailing address on the Statement of Information, if the mailing address is different from the street address of the corporation's principal executive office.
- All domestic (California) nonprofit corporations must provide their mailing address on the Statement of Information, if the mailing address is different from the street address of the corporation's principal office in California or if the corporation has no principal office address in this state.

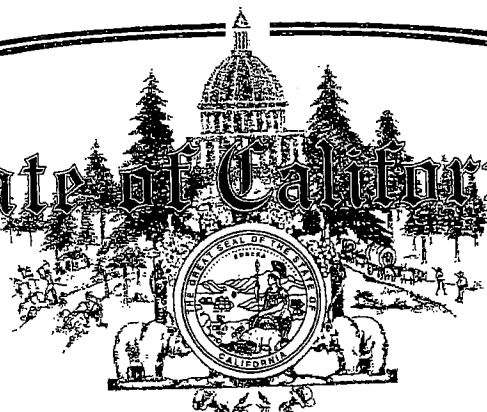
These changes eliminate the difficulty customers have experienced when attempting to serve personally an agent of a corporation at a post office box address while still allowing a corporation to include a separate post office box address for mailing purposes.

Documents filed on or after January 1, 2008, must meet the statutory filing requirements of the new law. New Statement of Information forms will be posted to the Secretary of State's website at [http://www.sos.ca.gov/business/bpd\\_forms.htm](http://www.sos.ca.gov/business/bpd_forms.htm) as of January 1, 2008. New forms may not be filed prior to January 1, 2008 and old forms cannot be accepted after December 31, 2007.

A complete copy of Senate Bill 998 is available on the California Legislative Counsel's website at <http://www.leginfo.ca.gov/bilinfo.html>.

**PLEASE NOTE:** The legislative changes only apply to corporations.

# State of California



2400769

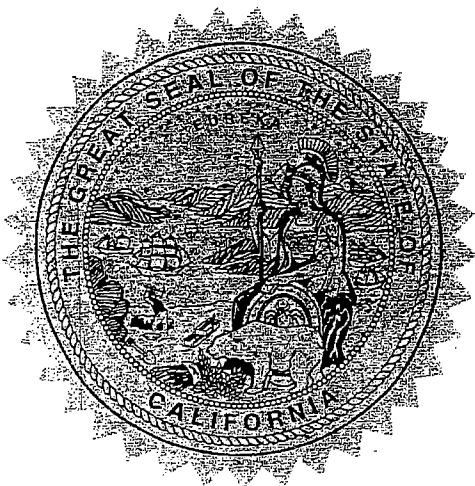


## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of



OCT 23 2001

*Bill Jones*

Secretary of State

## 5.1 EXPERIENCE

### **Background:**

Our company has been located in the Antelope Valley for more than 20 years and we have an extensive reference list available upon request. We have worked for contractors in Oxnard, Camarillo, Ventura, Corona, Anaheim Hills, Victorville and Bakersfield.

Our services include compaction, dust control and street washing to builders in construction areas and housing developments and flushing storm drains.

We also sweep parking lots at strip malls, shopping centers, gas stations, professional centers and apartment and office complexes as well as pressure cleaning sidewalks and trash enclosures.

We specialize in pavement striping and have all the stencils needed for complete and professional striping.

We paint curbs and pavement signage (i.e., Handicap parking, Stop signs, etc.). We also provide traffic control signs per regulatory code and we supply and install any and all types of signs you may require.

Since starting the business 20 years ago, we have established a working relationship with numerous developers and contractors that have grown and continued to use our company through this growth cycle. KB Homes has been using our services for 20 years, currently servicing 17 job sites in the Antelope Valley, Tehachapi and Bakersfield. Some of the other builders we are currently working with are Richmond American Homes, Pacific Communities Builders, Stratham Homes, American Premiere Homes and K Hovnanian. We are also working on two schools job sites for the East Side Union School District.

## **5.2 EXPERIENCE**

### **Specific Information:**

S & S Sweeping

Established 1990

Incorporated under, Spadaro Enterprises, Inc., 2001

Certified by the Office of Small Business and DVBE Certification as a small business,  
State of California. Certifications end date – 04/18/2016

Certified as eligible participant in Local SBE, valid through 04/18/2016

### **Minimum Mandatory Requirements**

1. Drivers, Class B (or greater), attached

- Art Galindo
- DeAndre Rutherford
- Gerald Benson
- Tom Stidfole
- Vern Towry

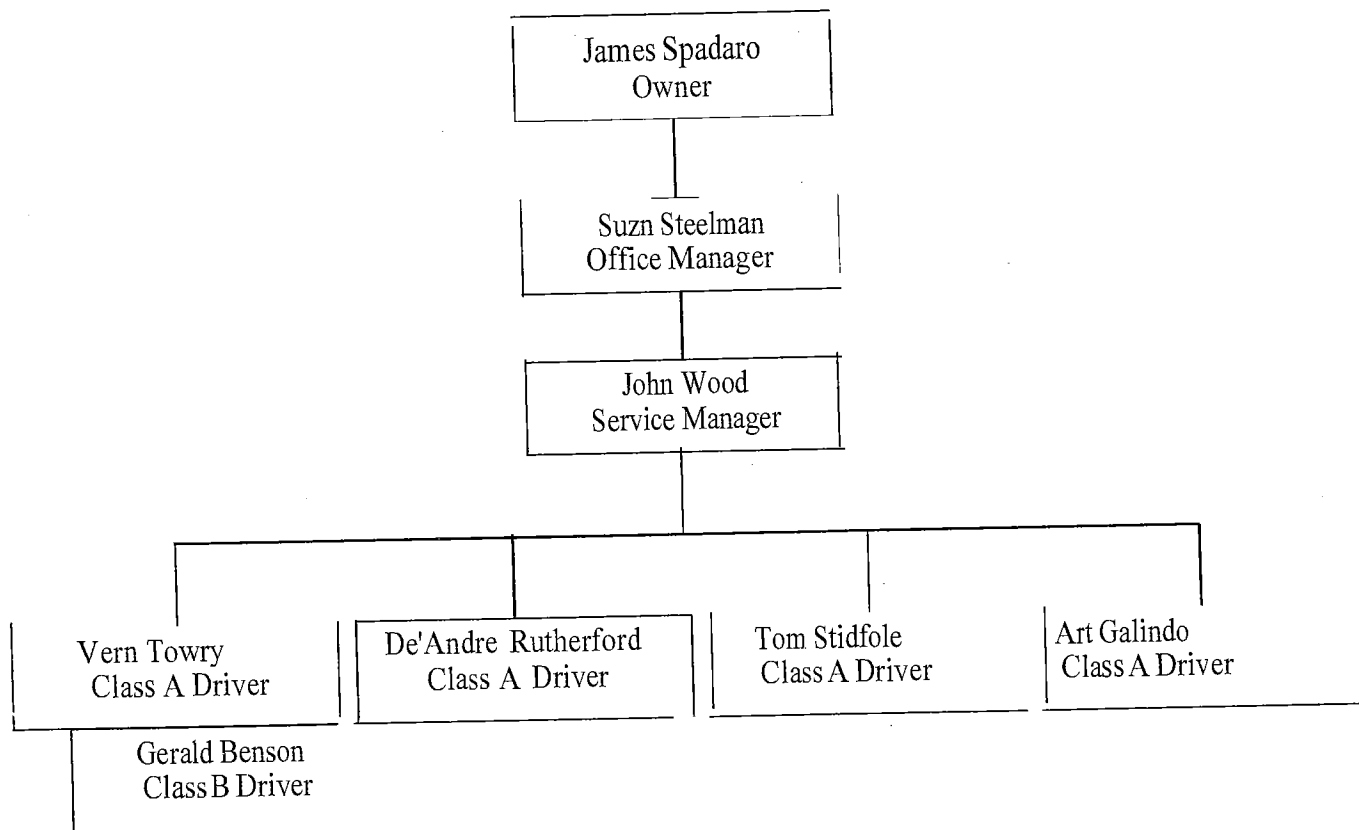
2. Department of Public Works Contract (2014-PA019)

All Water Truck Drivers/Operators have superseded the minimum requirement of three year's experience performing water truck service

On-Site Supervisors have all superseded the minimum requirement of three year's experience of performing the type of service solicited.

### 5.3 EXPERIENCE

**Organization:**



**General Office**

**From:** CertBounceBack@dgs.ca.gov  
**Sent:** Friday, April 18, 2014 12:00 PM  
**To:** generaloffice@spadaroinc.com  
**Subject:** State of CA Notification Letter



Apr 18, 2014

Supplier #39519  
 SPADARO ENTERPRISES INC  
 42612 8TH ST WEST  
 LANCASTER CA 93534

Dear Business Person:

Congratulations on your Small Business (SB) certification with the State of Calif now entitled to compete in the State's goal to spend 25 percent of its annual contr businesses. Each certified SB receives a five percent bid preference on applicable certification also guarantees higher interest penalties for late payment of undisput purchase a rubber stamp by completing the Prompt Payment Rubber Stamp Orde [www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/ppstampreq.pdf). For more informati status, visit [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov).

### **Certification Period**

From Apr 18, 2014 to Apr 30, 2016

### **Business Types**

Service

### **Conflict of Interest for Current and Former State Employees**

*Prior to contract award, agencies will assure the vendor is in compliance with P Section 10410 et seq. addressing conflict of interest for State employees or forme*

### **Annual Submission Requirement**

Submit copies of the ENTIRE federal tax return to the Office of Small Business (OSDS). If you have been granted a tax filing extension with the Internal Revenue of the extension form and annual financial statements; then, submit a copy of the you have employees, include the California Employment Development Departme Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you l employees, submit the employee documentation comparable to Form DE9C. The also apply to all affiliated businesses.

### **Maintaining Your Online Certified Firm Profile**

Visit [www.eprocure.dgs.ca.gov/default.htm](http://www.eprocure.dgs.ca.gov/default.htm) to update your certification profile. Yo following: mailing and principal office address; contact information; keywords and s Nations Standard Products and Services Codes, North American Industry Classificati to

most current  
update



March 10, 2009

Supersedes APPROVAL Letter Dated 3/24/2008

REF# 39519  
SPADARO ENTERPRISES INC  
42612 8TH ST WEST  
LANCASTER CA 93534

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

#### Certification period

Your certification period for each business type is:

Industry

SERVICE

From

3/24/2008

To

12/31/2009

#### Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

#### Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

#### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

#### Maintain Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

### **Reporting Business Changes**

You must notify OSDS of all business changes or your certification status will be subject to revocation. A "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal. This form is available on our website for your use or you may submit your changes to us in writing.

### **Prompt Payment Rubber Stamp**

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organization registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

#### Ordering a rubber stamp

To purchase a prompt payment rubber stamp, submit the enclosed Prompt Payment Rubber Stamp Order Form along with your payment to Hayward Rubber Stamp Co Inc., 415 A Street, Hayward, CA 94541.

### **Proof of Eligibility**

Maintain this original certification letter for letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

*Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section §10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.*

### **Certification Renewal**

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.



Office of Small Business and DVBE Services

REF# 39519 SPADARO ENTERPRISES INC

March 10, 2009  
SB SAPP 20090310

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by email [SBDVBEcert@dgs.ca.gov](mailto:SBDVBEcert@dgs.ca.gov), or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus), or visit the Procurement Division's website at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd).

Sincerely,



Certification Officer  
Office of Small Business and DVBE Services



## PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

SB APP 20080327083250

March 27, 2008

REF# 0039519  
SPADARO ENTERPRISES INC  
42612 8TH ST WEST  
LANCASTER CA 93534

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each business type is

Industry

SERVICE

### Annual Submission Requirements

To maintain your certified status you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

### Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

### Maintaining Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties-with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

### **Reporting Business Changes**

You must notify OSDS of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

### **Prompt Payment Rubber Stamp**

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

#### Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

### **Proof of Eligibility**

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.


*Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.*

### **Certification Renewal**

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail [Phyllis.Powers@dgs.ca.gov](mailto:Phyllis.Powers@dgs.ca.gov), or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus), or visit the Procurement Division's website at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd).

Sincerely,



Phyllis Powers  
Certification Officer  
Office of Small Business and DVBE Services

**Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) Code(s)  
Certification Approval Attachment**

You selected the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes and/or contractor's license classifications to describe your firm's business:

**\*Construction firms are classified by their California contractor's license classification(s).**

|                        |                          |  |
|------------------------|--------------------------|--|
| <b><u>Industry</u></b> | <b><u>NAICS Code</u></b> | <b><u>NAICS Code Description</u></b>                       |
| SERVICE                | 541990                   | All Other Professional, Scientific, and Technical Services |
| <b><u>Industry</u></b> | <b><u>SIC Code*</u></b>  | <b><u>SIC Code Description</u></b>                         |
| SERVICE                | 8999                     | Services, n.e.c.   |

## **5.4 EXPERIENCE**

### **Roles/Resumes, Company**

S & S Sweeping provides sweeper and water truck services as required on an hourly basis.

Sweeping services are provided to property managers at strip malls, shopping centers, apartment complexes, trailer parks as well as construction contractors.

Water truck services are provided to construction engineers for compaction and dust control. Contractors use our water trucks for dust control as well as water for plumbing, dcyl wall, stucco, concrete and any subcontractors that require water on the building projects.

Some of our current projects include:

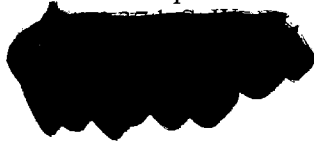
KB Home

Pacific Communities Builder

## 5.5 EXPERIENCE

### Roles/Resumes, Principal

James R. Spadaro, Owner/President



#### Employment History

1989-Present

Owner of S & S Sweeping, Incorporated in 2001 to Spadaro Enterprises, Inc.

1984-1989

Ashwood Homes, Apartment Construction Superintendent

1976-1983

Carpenter Union Local 85, Rochester, NY

1976

Superintendent & construction estimator

1972

Lombard Construction

#### Education:

1970

LeRoy High School, LeRoy, NY

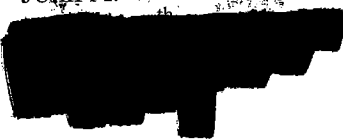
1970-1972

Genesee Community College, Business Administration

## 5.6 EXPERIENCE

### Roles/Resumes, Manager Employees

John A. Wood



#### Employment History

3/1999 to Present      Spadaro Enterprises, Inc. – Lancaster, CA – Site Supervisor  
Forman/Service Manager/Mechanic/Water Truck and Sweeper Truck operator

6/1994 to 4/1999      20/20 Recycling – Coronado, CA – Site Attendant

10/1990 to 6/1994      Mountain High Ski Resort – Wrightwood, CA – Equipment  
Maintenance Mechanic

Education:      Palmdale High School, Palmdale, CA



## 5.7 EXPERIENCE

### Roles/Resumes, Managing Employees

Suzn Steelman

#### Employment History:

|                    |  |
|--------------------|--|
| 12/2011 to Present | Spadaro Enterprises, Inc., dba: S&S Sweeping– Lancaster, CA<br>Office Manager                        |
| 3/2005 to 12/2011  | Spadaro Enterprises, Inc, dba: Desert Star Limousines<br>Lancaster, CA – Office Manager/Dispatch     |
| 4/2001 to 3/2005   | James R. Nash, General Contractor – Palmdale, CA – Office<br>Manager                                 |
| 7/1992 to 4/2001   | S & S Sweeping and Water Trucks (aka: Spadaro Enterprises, Inc.)<br>- Lancaster, CA – Office Manager |

#### Education:

Pierce College – Woodland Hills, CA  
USC – Los Angeles, CA  
Antelope Valley College – Lancaster, CA

## **5.8 EXPERIENCE (PW-19)**

### **Additional information for Staff involved with this Contract**

#### **Office Experience**

Suzn Steelman – Office Manager, Administrative office procedures; Accounts Payable, Accounts Receivable and all phases of Payroll including Prevailing Wage and LWO, Insurance Compliant officer.

#### **Employee and Shop Service Manager**

John A. Wood

Supervisor/Dispatch of employees and vehicles per job requirement on a daily basis. Mechanical; responsible for all company vehicles maintenance and irregular problems. Has extensive knowledge of all vehicles in corporate fleet. Safety Manager Responsible for weekly safety meetings and in communication with our Worker's Compensation Insurance representatives regarding in-house and job-site safety.

#### **On-Site Supervisor**

Mr. James Spadaro (Pres/CEO) has 25 years water truck experience.

Mr. John Wood (Employee/Shop Service Manager) has 14 years of water truck experience.

#### **Staff Water Truck Operator(s) Information**

Vern Towry – CA DL A091611 - Class AM1 End: X, Water Truck Operator – Currently working the Los Angeles County – DPW location 551. 10 years water truck operator experience.

DeAndre Rutherford – CA DL A3253135 – Class A End: TN, Water Truck Operator – Currently, working the Los Angeles County – DPW location 558. 17 years water truck operator experience

Arthur Galindo – CA DL C397919 – Class A End: TX, Water Truck Operator – Currently, working the Los Angeles County – DPW location 555. 8 years water truck operator experience.

Tom Stidfole – CA DL N7038491 - Class AM1 End: TN Water Truck Operator –. Currently working various jobs and alternate for Los Angeles County Department of Public Works District 5. has 17 years water truck operator and heavy equipment experience and 9 years limousine driving experience within our corporation.

Gerald Benson – CA DL J0694003 - Class B. Currently Water Truck Operator working various jobs and alternate for Los Angeles County Department of Public Works Antelope Valley locations. Has 35+ years water truck operator experience

## **6.1 WORK PLAN (Form LW-8)**

### **Comprehensive and detail how service will be performed to meet requirements**

Drivers are selected and schedule for a particular job based on experience and capability.  
All drivers possess the appropriate class license with appropriate endorsements and clean driving records.  
All drivers are screened for professionalism, capable of working well with others and following instructions.

Drivers are scheduled in advance and notified by the office at the end of each work day for the next day by telephone, text, email, personal contact or a combination of these methods.

Per site location will determine the days and hours of drivers.  
Driver's time per site include but not exclusive to, Monday through Friday. Hours 6:00 am to 4:30 pm

Prevailing wage determined by Los Angeles County contract number 2014-PA019 shall be in effect.

These wages shall reflect the standard Teamster's Classification (Journeyman), Group V for Water Truck operator – 3 axle.

The schedule as follows will be paid to drivers:

- Regular up to 8.0 hours per day, \$51.68
- Overtime (daily 1.5 x rate) 8.0 to 12.0 hours per day, \$65.73
- Saturday (1.5 x rate) up to 8.0 hours per day, \$65.73
- Sunday/Holiday (2 x rate) up to 8.0 hours per day, \$79.77

Please note included in the above hourly rates are Basic Hourly Rate \$28.09, Health and Welfare \$13.92, Pension \$5.00, Vacation/Holiday \$2.70, Training \$1.52, Other Payments \$0.45.

AS Pen New contract

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #TEAMSTER**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

| Classification <sup>c</sup><br>(Journeyman)        | Basic<br>Hourly and<br>Rate | Health<br>Welfare | Employer Payments |                      |                       |                   | Straight-Time |                         | Overtime Hourly Rates |                       |                    |
|--|-----------------------------|-------------------|-------------------|----------------------|-----------------------|-------------------|---------------|-------------------------|-----------------------|-----------------------|--------------------|
|  |                             |                   | Pension           | Vacation/<br>Holiday | Training <sup>e</sup> | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | Daily <sup>d</sup>    | Saturday <sup>d</sup> | Sunday/<br>Holiday |
|  |                             |                   |                   |                      |                       |                   |               |                         | 1 1/2X                | 1 1/2X                | 2X                 |
| Group I  | 27.59                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.18                   | 64.975                | 64.975                | 78.77              |
| Group II   | 27.74                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.33                   | 65.20                 | 65.20                 | 79.07              |
| Group III  | 27.87                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.46                   | 65.395                | 65.395                | 79.33              |
| Group IV   | 28.06                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.65                   | 65.68                 | 65.68                 | 79.71              |
| Group V  | 28.09                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.68                   | 65.725                | 65.725                | 79.77              |
| Group VI   | 28.12                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.71                   | 65.77                 | 65.77                 | 79.83              |
| Group VII  | 28.37                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 51.96                   | 66.145                | 66.145                | 80.33              |
| Group VIII   | 28.62                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 52.21                   | 66.52                 | 66.52                 | 80.83              |
| Group IX   | 28.82                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 52.41                   | 66.82                 | 66.82                 | 81.23              |
| Group X  | 29.12                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 52.71                   | 67.27                 | 67.27                 | 81.83              |
| Group XI   | 29.62                       | 13.92             | 5.00              | 2.70 <sup>a</sup>    | 1.52                  | .45               | 8             | 53.21                   | 68.02                 | 68.02                 | 82.83              |
| Subjourneyman                                      |                             |                   |                   |                      |                       |                   |               |                         |                       |                       |                    |
| 0-2000 hours                                       | 13.80                       | 13.92             | 5.00              | 1.35 <sup>a</sup>    | 1.52                  | .45               | 8             | 36.04                   | 42.94                 | 42.94                 | 49.84              |
| 2001-4000 hours                                    | 15.80                       | 13.92             | 5.00              | 1.60 <sup>a</sup>    | 1.52                  | .45               | 8             | 38.29                   | 46.19                 | 46.19                 | 54.09              |
| 4001-6000 hours                                    | 17.80                       | 13.92             | 5.00              | 1.85 <sup>a</sup>    | 1.52                  | .45               | 8             | 40.54                   | 49.44                 | 49.44                 | 58.34              |
| Over 6000 hours and thereafter at journeyman rates |                             |                   |                   |                      |                       |                   |               |                         |                       |                       |                    |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>e</sup> Includes \$0.60 for Apprentice Program Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**DETERMINATION: SC-23-261-2-2013-1**

**Group I**

Warehouseman and Teamster

**Group II**

Driver of Vehicle or Combination of Vehicles - 2 axles  
Traffic Control Pilot Car, excluding moving heavy equipment permit  
load  
Truck Mounted Power Broom

**Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles  
Bootman  
Cement Mason Distribution Truck  
Fuel Truck Driver  
Water Truck - 2 axles  
Dump Truck of less than 16 yards water level  
Erosion Control Driver

**Group IV**

Driver of Transit Mix Truck-Under 3 yds  
Dumpcrete Truck Less than 6 1/2 yards water level  
Truck Repairman Helper



**Group V**

Water Truck 3 or more axles  
Warehouseman Clerk  
Working Truck Driver  
Truck Greaser and Tireman - \$0.50 additional for Tireman  
Pipeline and Utility Working Truck Driver, including  
Winch Truck and Plastic Fusion, limited to Pipeline and  
Utility Work  
Slurry Truck Driver

**Group VI**

Driver of Transit Mix Truck - 3 yds or more  
Dumpcrete Truck 6 1/2 yds water level and over  
Driver of Vehicle or Combination of Vehicles - 4 or more axles  
Driver of Oil Spreader Truck  
Dump Truck 16 yds to 25 yds water level  
Side Dump Trucks  
Flow Boy Dump Trucks

**Group VII**

A Frame, Swedish Crane or Similar  
Forklift Driver  
Ross Carrier Driver

**Group VIII**

Dump Truck of 25 yds to 49 yards water level  
Truck Repairman  
Water Pull Single Engine  
Welder

**Group IX**

Truck Repairman Welder  
Low Bed Driver, 9 axles or over

**Group X**

Water Pull Single Engine with attachment  
Dump Truck and Articulating - 50 yards or more water level

**Group XI**

Water Pull Twin Engine  
Water Pull Twin Engine with attachments  
Winch Truck Driver - \$0.25 additional when operating a Winch  
or similar special attachments

## **6.2 Work Plan**

### **Water Truck Services Form, Exhibit H**

Each Water Truck Driver is responsible for completing the Water Truck Service Form each day worked and at the end of the work week turns in to Los Angeles County – DPW site supervisor for approval. Then a copy is brought to our offices for payroll and billing purposes.

### **Water Usage Log, Exhibit I**

This form will be accurately completed on a daily basis by water truck operator. This will be submitted to Los Angeles County – DPW site supervisor with the Water Truck Form at the end of each work week. A copy is brought to our offices and affixed with the Water Truck Form and keep on file.

### **Description of Safety Compliance requirements**

Drivers are required to attend all “Safety Meetings” that are scheduled every month to go over a Monthly Target topic. Additionally at that time all safety concerns are addressed.

All trucks have first aid safety kit, cleaning supplies, tool kits, flares, reflectors and each operator has a cellular phone.

## **7. QUALITY ASSURANCE**

James Spadaro and Suzn Steelman shall be effectual in dealing with customer service and employee matters.

James Spadaro and John Wood shall be effective in managing vehicles maintenance and day to day issues if any in addition to monitoring all job sites at their locations to comply with Quality Assurance issues if any.

All company personnel involved with this contract shall avert any and all discrepancies to comply with an effective monitoring system to ascertain and provide in a timely manner a successful and smooth running service.

Drivers are required to inspect vehicles, pre-trip, check all fluids, belts, hoses, etc.  
Any and all deficiencies are to be reported to the office and service personnel.  
Driver responsibilities include checking all fluids, tire pressure, lights, etc. prior to taking a vehicle out of the yard or job location for the work day schedule.

Preventive maintenance is performed regularly to eliminate break downs in the field.  
On site mechanic on duty daily  
Fully equipped service truck is available for vehicle maintenance.

Our company has an on going rewards program, cleanest truck, no incidents, most professional driver with a reward of one monthly \$50.00 check.

### **Addressing the BMP requirements:**

We are fully equipped to handle any issues regarding spillage and leakage from storage of equipment or material within the Los Angeles County facilities.

We have a service truck available with "Absorb All", Heavy duty Broom and Vacuum Sweeper truck units, pressure washers and manpower that are available at our company location facility and can be dispatched 24 hours / 7 days per week.

Vehicles that are stored at the Los Angeles County facility all have drip pans under vehicles in case of oil or grease droppings.

We try to prevent any issues before they happen. We regularly pressure wash and inspect all vehicles to insure cleanliness and keep down time to an absolute minimum.

## 8. EQUIPMENT (PW-20)

### Vehicle List

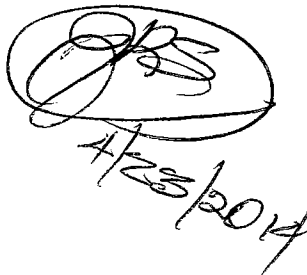
| YEAR | MAKE/MODEL    | VIN:              | PLATE #    |
|------|---------------|-------------------|------------|
| 2008 | Sterling      | 2FWJAZCV48A286436 | SE615760   |
| 2008 | Sterling      | 2FWJAZCV88AZ89016 | SE615761   |
| 1991 | International | 1HSHGG2R2MH349730 | SE598220   |
| 1988 | Freightliner  | 1FUYZLYB4JH404687 | SE598219   |
| 2001 | Peterbilt     | 2NPNLD9X31M559575 | SE598229   |
| 2008 | Peterbilt     | 1XPVD09X88D761436 | in process |

Proposer shall provide proof of registration for all five water trucks upon the recommendation to award the contract 2014-PA019

### Affirmation of Compliance:

1. Capacity of 4,000 or greater
2. Capable of dispensing water under pressure by use of a pump
3. Capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle
4. Capable of connecting to discharge hoses from a garden to a 2.5 inch hose to facilitate drain and culvert cleaning
5. Capable of connecting to a minimum 2.5 inch hose to facilitate tank filling
6. Fully adjustable spray nozzles (two in front and two in the rear)
7. Legal for operation on public highways

All of above vehicles are legally registered with the State of California Department of Motor Vehicles and California Highway Patrol BIT inspection program. Motor Carrier permit number CA 0246231 is displayed on each vehicle both right and left hand side.



Handwritten signature and date: 4/23/2014



# CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

21113

COMPANY NAME AND ADDRESS

UNITED STATES FIRE INSURANCE COMPANY

POLICY NUMBER

506-874255-3

EFFECTIVE DATE EXPIRATION DATE

08/13/2013 08/13/2014

THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OF THE CALIFORNIA VEHICLE CODE

YEAR

2008

MAKE/MODEL

STERLING

VEHICLE IDENTIFICATION NUMBER

WATER TRUCK

2FWJAZCV48A286436

AGENCY/COMPANY ISSUING CARD

AMERIMAC INSURANCE ASSOCIATION

RORY MCDERMED

1891 N. GAFFEY STREET

SAN PEDRO, CA 90731

INSURED

SPADARO ENTERPRISE INC.

S & S SWEEPING

42612 86H STREET

LANCASTER

CA 93534

SEE IMPORTANT NOTICE ON REVERSE SIDE

607  
#11

## \*\*\*IDENTIFICATION CARD\*\*\*

EXPIRES: 12/31/2015

MAKE

STERL

SPECIAL VEHICLE

TYPE VEH

09Z

TYPE LIC

E2

LICENSE NUMBER

SE615760

BODY TYPE MODEL

WATR7A

MO

TR

TYPE VEHICLE USE

WATER TANK

VEHICLE ID NUMBER

2FWJAZCV48A286436

DATE ISSUED

04/17/12

CC/ALCO

19

DT FEE RECVD

04/17/12

PIC

1

STICKER ISSUED

239103Z

REGISTERED OWNER

SPADARO ENT INC

42612 8TH ST WEST

AMOUNT PAID

\$ 23.00

AMOUNT DUE

\$ 23.00

AMOUNT RECVD

CASH :

CHCK :

CRDT :

23.00

LANCASTER

CA

93534

SELLER'S

SIGNATURE

DATE SOLD \_\_\_/\_\_\_/\_\_\_

CARRY THIS DOCUMENT OR  
A COPY WHEN  
OPERATING THIS VEHICLE

E20 595 28 0002300 0019 CS E20 041712 E2 SE615760 436

# CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER  
21113

COMPANY NAME AND ADDRESS  
UNITED STATES FIRE INSURANCE COMPANY

POLICY NUMBER  
506-874255-3

EFFECTIVE DATE 08/13/2013 EXPIRATION DATE 08/13/2014

THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OF THE CALIFORNIA VEHICLE CODE

YEAR 2008 MAKE/MODEL STERLING WATER TRUCK VEHICLE IDENTIFICATION NUMBER 2FWJAZCV88AZ89016

AGENCY/COMPANY ISSUING CARD  
AMERIMAC INSURANCE ASSOCIATION  
RORY MCDERMED  
1891 N. GAFFEY STREET  
SAN PEDRO, CA 90731

INSURED  
SPADARO ENTERPRISE INC.  
S & S SWEEPING  
42612 86H STREET  
LANCASTER CA 93534

SEE IMPORTANT NOTICE ON REVERSE SIDE

LOT  
#12

## \*\*\*IDENTIFICATION CARD\*\*\*

MAKE STRG SPECIAL VEHICLE

BODY TYPE MODEL WATRTA MO TR TYPE VEHICLE USE WATER TANK

DATE ISSUED 04/26/12 CC/ALCO 19 DT FEE RECVD 04/26/12 PIC 1

TYPE VEH 09Z

TYPE LIC E2 LICENSE NUMBER SE615761

VEHICLE ID NUMBER 2FWJAZCV88AZ89016

STICKER ISSUED 239105Z

REGISTERED OWNER  
SPADARO ENT INC  
42612 8TH ST WEST

LANCASTER CA 93534

AMOUNT PAID \$ 23.00

AMOUNT DUE \$ 23.00

AMOUNT RECVD  
CASH :  
CHCK : 23.00  
CRDT :

SELLER'S SIGNATURE \_\_\_\_\_

DATE SOLD \_\_\_\_/\_\_\_\_/\_\_\_\_

CARRY THIS DOCUMENT OR  
A COPY WHEN  
OPERATING THIS VEHICLE

E20 595 28 0002300 0017 CS E20 042612 E2 SE615761 01

# CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER  
21113

COMPANY NAME AND ADDRESS  
UNITED STATES FIRE INSURANCE COMPANY

POLICY NUMBER  
508-874255-3

EFFECTIVE DATE 08/13/2013 EXPIRATION DATE 08/13/2014

THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OF THE CALIFORNIA VEHICLE CODE

YEAR 1991 MAKE/MODEL INTERNATIONAL WATER TRUCK VEHICLE IDENTIFICATION NUMBER 1HSHGG2R2MH349730

AGENCY/COMPANY ISSUING CARD  
AMERIMAC INSURANCE ASSOCIATION  
RORY MCDERMED  
1891 N. GAFFEY STREET  
SAN PEDRO, CA 90731

INSURED

SPADARO ENTERPRISE INC.  
S & S SWEEPING  
42612 86H STREET  
LANCASTER

CA 93534

SEE IMPORTANT NOTICE ON REVERSE SIDE

10.7  
#16

#16

SPEQP

IDENTIFICATION EXPIRES  
12/31/2015

TYPE  
E2

LICENSE NUMBER  
SE598220

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY

VEHICLE IDENTIFICATION NUMBER  
1HSHGG2R2MH349730

BODY TYPE MODEL  
WATRTR

DATE USED 12/01/2010 09Z D

MAKE  
INTL

TYPE VEH

\$23 TOTAL FEES  
1900

CAL DEC 00  
SE 000000  
TOW DOLLY

SPECIAL EQUIPMENT

CAL  
SE 000000

SPADARO ENTERPRISES INC  
42612 8TH ST W  
LANCASTER CA 93534-7104

REGISTRATION  
OWNER

0

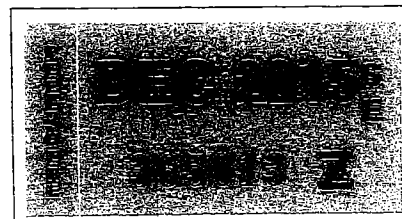
141111920101016

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED IDENTIFICATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

365013 Z

## INSTRUCTIONS FOR APPLYING LICENSE STICKER

1. CLEAN SURFACE THOROUGHLY (STICKER WILL NOT STICK IF WET OR DIRTY).
2. BEND STICKER AT SLIT AND PEEL SLOWLY.
3. PLACE STICKER IN THE AREA SHOWN ABOVE.



#83

SPEQP

IDENTIFICATION EXPIRES  
12/31/2015

TYPE E2 LICENSE NUMBER SE598219

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY -----

VEHICLE IDENTIFICATION NUMBER  
1FUYZLYB4JH404687

BODY TYPE MODEL  
WATRTA

DATE ISSUED 12/01/2010 09Z D

MAKE  
FRHT

TYPE VEH

TOTAL FEES  
\$23 1900

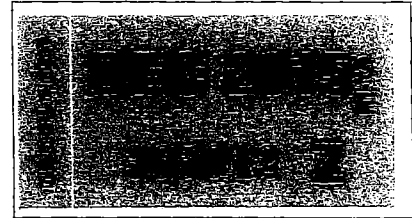
CAL DEC 00  
S E 000000  
TOW DOLLY

SPECIAL EQUIPMENT -----

CAL  
S E 000000

INSTRUCTIONS FOR  
APPLYING LICENSE STICKER

1. CLEAN SURFACE THOROUGHLY (STICKER WILL NOT STICK IF WET OR DIRTY).
2. BEND STICKER AT SLIT AND PEEL SLOWLY.
3. PLACE STICKER IN THE AREA SHOWN ABOVE.



REGISTERED  
OWNER  
LIENHOLDER

0

SPADARO ENTERPRISES INC  
42612 8TH ST W  
LANCASTER CA 93534-7104

1411119201010

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED IDENTIFICATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

365012Z

SPEQP

IDENTIFICATION EXPIRES  
12/31/2015

TYPE E2 LICENSE NUMBER SE598219

VEHICLE IDENTIFICATION NUMBER  
1FUYZLYB4JH404687

BODY TYPE MODEL  
WATRTA

DATE ISSUED 12/01/2010 09Z D

MAKE  
FRHT

TYPE VEH

TOTAL FEES  
\$23 1900

SPADARO ENTERPRISES INC  
42612 8TH ST W  
LANCASTER CA 93534-7104

1411119201010

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED IDENTIFICATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

365012Z

Pete

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 21113 COMPANY NAME AND ADDRESS UNITED STATES FIRE INSURANCE COMPANY

POLICY NUMBER 506-874255-3

EFFECTIVE DATE 08/13/2013 EXPIRATION DATE 08/13/2014

THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OF THE CALIFORNIA VEHICLE CODE

YEAR 2001 MAKE/MODEL PETERBUILT VEHICLE IDENTIFICATION NUMBER 2NPNLD9X31M559575

AGENCY/COMPANY ISSUING CARD AMERIMAC INSURANCE ASSOCIATION RORY MODERMED 1891 N. GAFFEY STREET SAN PEDRO, CA 90731 INSURED

SPADARO ENTERPRISE INC. S & S SWEEPING 42612 86H STREET LANCASTER CA 93534

SEE IMPORTANT NOTICE ON REVERSE SIDE

PUT STICKER ON PLATE AS SHOWN BELOW

TOW DOLLY

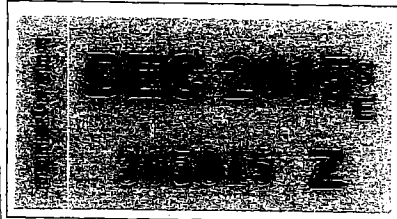
CAL DEC 00  
S E 000000  
TOW DOLLY

SPECIAL EQUIPMENT

CAL  
S E 000000

INSTRUCTIONS FOR APPLYING LICENSE STICKER

1. CLEAN SURFACE THOROUGHLY (STICKER WILL NOT STICK IF WET OR DIRTY).
2. BEND STICKER AT SLIT AND PEEL SLOWLY.
3. PLACE STICKER IN THE AREA SHOWN ABOVE.



THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

SPEQP

IDENTIFICATION EXPIRES 12/31/2015 TYPE E2 LICENSE NUMBER SE598229

ly as

VEHICLE IDENTIFICATION NUMBER 2NPNLD9X31M559575

BODY TYPE MODEL WATRTA

DATE ISSUED 12/01/2010 09Z D

MAKE PTRB  
TYPE VEH  
TOTAL FEES \$23 1900

SPADARO ENTERPRISE INC 42612 8TH ST W LANCASTER CA 93534-7104

EXPIRATION 2004

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED IDENTIFICATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

1421119201010

365015Z

eng model 3126  
JN 18Y 16728  
eng 7011  
CPX H04 2HRK

| TYPE OF SALE                       |   |
|------------------------------------|---|
| <input type="checkbox"/> WHOLESALE | <input checked="" type="checkbox"/> RETAIL  |
| <input type="checkbox"/> New       | <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/> Salvage |

New York State Department of Motor Vehicles  
**RETAIL CERTIFICATE OF SALE**



\* 4 3 8 2 2 1 5 6 \*

**VEHICLE INFORMATION:**

**No. 43822156**

|   |                      |   |   |                    |                                  |                       |                                       |                                    |
|---|----------------------|---|---|--------------------|----------------------------------|-----------------------|---------------------------------------|------------------------------------|
| Year<br><b>2008</b>                                       | Make<br><b>PTCRB</b> | Model<br><b>384</b>                       | Body Type<br><b>TR</b>  | Color<br><b>WH</b> | Weight (Unladen)<br><b>16800</b> | Fuel Type<br><b>D</b> | Cylinders<br><b>6</b>                 | Adult Seating Capacity<br><b>2</b> |
| Vehicle Identification Number<br><b>XPNDD09XB8D701430</b> |                      | Lien(s)<br><b>0</b>                       | Inspection Certificate Number<br><b>—</b>                     |                    | Date of Inspection<br><b>—</b>   |                       | Inspection Station Number<br><b>—</b> |                                    |
| Plate/Permit Number<br><b>—</b>                           |                      | Number of Dealer Plate Loaned<br><b>—</b> | Lease Buyout (Insp. Not Required)<br><input type="checkbox"/> |                    | Selling Price<br><b>—</b>        |                       |                                       |                                    |

**DEALER INFORMATION** (Print Name and Address)

**East West Cars Inc 7160 W. Main Rd LCPoy NY 14492**

**PURCHASER INFORMATION** (Print Name and Address)

**Spadaro Ent. Inc 2355 Peninsula Rd Oxnard CA 93035**

Date of Sale  
**4/01/14**

**PRIOR OWNER INFORMATION** (Print Name and Address Source of Ownership)

**Archie Bros Auctioneers 15500 Eastex Fwy Humble, TX 77346**

Date of Purchase  
**2/08/13**

**ODOMETER DISCLOSURE STATEMENT**

Federal and state laws require that you state the mileage of the vehicle described on this certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has: ☐ 5 digits ☐ 6 digits, not including tenths

☐ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

☐ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

| ODOMETER READING |          |          |          |
|------------------|----------|----------|----------|
| <b>e</b>         | <b>x</b> | <b>e</b> | <b>m</b> |
| <b>p</b>         | <b>t</b> |          |          |
| (no tenths)      |          |          |          |

**DEALER CERTIFICATION:**

I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was entitled to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

|   |   |                       |   |
|---|---|-----------------------|---|
| DEALER (or authorized representative) - (SIGN full name)<br><b>Cas Wornington</b> | PRINT full name of dealer or authorized rep.<br><b>Cas Wornington</b> | Date<br><b>4/1/14</b> | Dealer Facility No.<br><b>7115017</b>                 |
| PURCHASER - (SIGN full name)<br><b>Cas Wornington</b>                             | PRINT full name of purchaser<br><b>Cas Wornington</b>                 | Date<br><b>4/1/14</b> | Selling Dealer NYS Sales Tax No.<br><b>90-0888843</b> |

**ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE**

*Just purchased  
In process*

## **9. SUBCONTRACTORS**

Subcontractors will not be used.

## **11. LICENSES AND CERTIFICATIONS**

Class B and greater licenses for five drivers



**COMMERCIAL  
DRIVER LICENSE**

CLASS  
END

END

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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WAGE 1885

**SE**

# MEDICAL EXAMINER'S CERTIFICATE

Special Agent in Charge [redacted] is in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified, and, if applicable, only when:

- ☒ wearing corrective lenses.      ☐ wearing hearing aid.  
☒ accompanied by a \_\_\_\_\_ waived exemption  
☒ accompanied by a Skill Performance Evaluation Certificate (SPE)  
☒ qualified by operation of 49 CFR 391.64  
☒ driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. data: 10/10/2012 Med. exp. data: 10/10/2012

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachments embodies my findings completely and correctly, and is on file in my office.



CALIFORNIA COMMERCIAL DRIVER LICENSE

EXP 03/15/2016

CLASS A  
END TN

RSTR CORR LENS

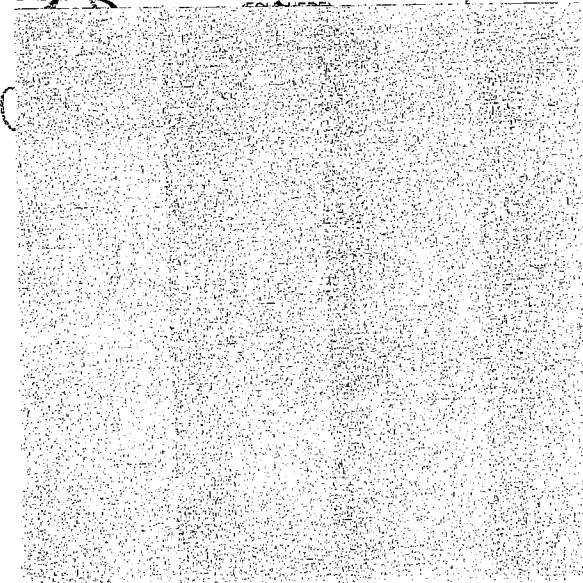
SEX M HAIR BLK EYES BRN  
HGT 6'-01" WGT 260 LB  
DD 01/25/2007 650 RBICCFD16 ISS 06/25/2011

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined \_\_\_\_\_  
in accordance with the Federal Motor Carrier Safety Regulations  
(49 CFR 391.41-391.49) and with knowledge of the driving duties,  
I find this person qualified; and, if applicable, only when:

- ☒ wearing corrective lenses.
- ☐ wearing hearing aid.
- ☐ accompanied by a \_\_\_\_\_ waiver/exemption
- ☐ accompanied by a Skill Performance Evaluation Certificate (SPE)
- ☐ qualified by operation of 49 CFR 391.64
- ☐ driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination  
is true and complete. A complete examination form with any  
attachment embodies my findings completely and correctly, and is  
on file in my office.



# MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined \_\_\_\_\_ in accordance with the Federal Driver License Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- ☐ wearing corrective lenses. ☐ wearing hearing aid.
- ☐ accompanied by a \_\_\_\_\_ waiver/exemption
- ☐ accompanied by a Skill Performance Evaluation Certificate (SPE)
- ☐ qualified by operation of 49 CFR 391.64
- ☐ driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date 6/11/13 Med. exp. date 6/11/15  
The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

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(CA)  
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|            |            |                           |            |
|------------|------------|---------------------------|------------|
| CALIFORNIA |            | COMMERCIAL DRIVER LICENSE |            |
| DL         | [REDACTED] | EXP                       | 01/29/2019 |
| LN         | [REDACTED] | FN                        | [REDACTED] |
| DOB        | [REDACTED] | SSN                       | [REDACTED] |
| SEX        | M          | HGT                       | 5'01"      |
| WGT        | 252 lb     | EYES                      | BRN        |
| HAIR       | BRN        | SKN                       | [REDACTED] |
| REST       | NONE       | END                       | FM         |

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined \_\_\_\_\_  
Driver License # \_\_\_\_\_ in accordance with the Federal  
Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with  
knowledge of the driving duties, I find this person qualified; and, if  
applicable, only when:

- ☐ wearing corrective lenses. ☐ wearing hearing aid.  
☐ accompanied by a \_\_\_\_\_ w/endorsement  
☐ accompanied by a Skill Performance Evaluation Certificate (SPE)  
☐ qualified by operation of 49 CFR 391.64

**CALIFORNIA COMMERCIAL DRIVER LICENSE**



EXP 01/29/2019

CLASS B  
END M

LN

DL

DOB

SEX

HT

WT

DOB

SEX

HT

WT

DOB

SEX

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DOB

*Academy of Business*

SEX M HT 5'11" WT 175 EYES H22  
DOB 01/13/1954 EXP 01/29/2019

## **12. INSURANCE**

Certification of Liability and Workman's Compensation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                           |   |
|---------------------------|---|
| PRODUCER                  | CONTACT NAME:                                   |
| Marron Insurance Services | PHONE (A/C, No, Ext): 310-514-8425              |
| 1891 N. Gaffey Street     | FAX (A/C, No): 310-514-8688                     |
| San Pedro, CA 90731       | E-MAIL ADDRESS: becky@marronins.com             |
|                           | INSURER(S) AFFORDING COVERAGE                   |
|                           | INSURER A: United States Fire Insurance Company |
|                           | INSURER B: ICW Group Insurance Companies        |
|                           | INSURER C:                                      |
|                           | INSURER D:                                      |
|                           | INSURER E:                                      |
|                           | INSURER F:                                      |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X            |          | 506-874255-3  | 08/13/13                | 08/13/14                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |              |          | 506-874255-3  | 08/13/13                | 08/13/14                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$  |              |          | 523-707954-3  | 08/13/13                | 08/13/14                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y N/A |          | WSA5005038-03 | 10/01/13                | 10/01/14                | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Los Angeles, its Special districts, elected officials, officers, agents, employees and volunteers are named as additional insured per attached endorsement.

\*\*10 Day notice will apply for non payment of premium.\*\*

|  |  |
|--|--|
| CERTIFICATE HOLDER                               | CANCELLATION   |
| Los Angeles County<br>Department of Public Works | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

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### **13. RECORD KEEPING**

Proposer has been in business over 20 years and complies with all State and Federal labor regulations and record keeping requirements.

All employees fill out time sheets daily that are turned in weekly and are checked against posted schedules, by payroll personnel. Hours are calculated and put into the computerized payroll systems to generate payroll checks.

Time sheets, certified payroll and all forms of payroll documentation are kept, archived at the end of the year and put in storage.



## 14. FORMS LIST

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices
- PW-3 County of Los Angeles Contractor Employee Jury Service Program  
Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractor
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program  
Consideration and CBE Fir/Organization Information Form (attach local  
SBE certification if requesting SBE preference)
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Proposer's List of Terminated Contracts
- PW-15 Proposer's Pending Ligations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax  
Reduction Program
- PW-18 Request for Disabled Veteran Business Enterprise (DVBE)  
Preference Program Consideration F o r m
- PW-19 Proposer's Compliance with the Minimum Requirements  
of the RFP
- PW-20 Statement of Equipment Form
  
- LW-3 Contractor Living Wage Declaration
- LW-4 Living Wage Acknowledgment and Statement of Compliance
- LW-5 Labor/Payroll/Debarment History
- LW-7 Proposer's Medical Plan Coverage
- LW-8 Proposer's Staffing Plan and Cost Methodology.
- LW-9 Wage and Hour Record Keeping for Living Wage Contracts

## VERIFICATION OF PROPOSAL


|   |                            |  |                                 |
|---|----------------------------|--|---------------------------------|
| DATE: <u>4/23</u> , 2014  |                            | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:  |                                 |
| 1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. |                            |  |                                 |
| 2. Name of Service: <u>N/A</u>  |                            |  |                                 |
| DECLARANT INFORMATION   |                            |  |                                 |
| 3. Name Of declarant: <u>N/A</u>  |                            |  |                                 |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). <u>N/A</u>  |                            |  |                                 |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: <u>N/A</u>  |                            |  |                                 |
| PROPOSER INFORMATION  |                            |  |                                 |
| 6. Proposer's full legal name: <u>SPADARO ENTERPRISES, INC.</u>   |                            | Telephone No.: <u>661-940-1914</u>   |                                 |
| Physical Address (NO P.O. BOX): <u>42612 8TH STREET WEST LANCASTER, CA 93534</u>  |                            | Mobile No.: <u>661-609-6002</u>  |                                 |
| e-mail: <u>general.office@spadaro-inc.com</u>   |                            | Fax No.: <u>661-940-8022</u>   |                                 |
| County WebVen No.: <u>13033501</u>  | IRS No.: <u>95-4889638</u> | Business License No.: <u>06000143</u>  |                                 |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): <u>dba SJS Sweeping dba: DESERT STAR Limos</u>  |                            |  |                                 |
| County(s) of Registration: <u>Los Angeles</u>   |                            | State: <u>CA</u>   | Year(s) became DBA: <u>2001</u> |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE):  |                            |  |                                 |
| <input type="checkbox"/> Sole proprietor  |                            | Name of Proprietor:  |                                 |
| <input checked="" type="checkbox"/> A corporation:  |                            | Corporation's principal place of business: <u>42612 8TH STREET, WEST-LANCASTER, CA 93534</u> |                                 |
|   |                            | State of incorporation: <u>CA</u>  | Year incorporated: <u>2001</u>  |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts  |                            | President/CEO: <u>JAMES R. SPADARO</u>   |                                 |
|   |                            | Secretary: <u>JAMES R. SPADARO</u>   |                                 |
| <input type="checkbox"/> A general partnership:   |                            | Names of partners:   |                                 |
| <input type="checkbox"/> A limited partnership:   |                            | Name of general partner:   |                                 |
| <input type="checkbox"/> A joint venture of:  |                            | Names of joint venturers:  |                                 |
| <input type="checkbox"/> A limited liability company:   |                            | Name of managing member:   |                                 |
| 9. The only persons or firms interested in this proposal as principals are the following:   |                            |  |                                 |
| Name(s): <u>JAMES R Spadaro</u>   | Title: <u>Pres/Owner</u>   | Phone: <u>661-609-6002</u>   | Fax: <u>661-940-8022</u>        |
| Street: <u>2355 Peninsula Rd</u>  | City: <u>OXNARD</u>        | State: <u>CA</u>   | Zip: <u>93035</u>               |
| Name(s):  | Title:                     | Phone:   | Fax:                            |
| Street:   | City:                      | State:   | Zip:                            |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="radio"/> No <input type="radio"/> Yes  |                            |  |                                 |
| If yes, name of parent firm: _____  |                            |  |                                 |
| State of incorporation/registration of parent firm: _____   |                            |  |                                 |
| 11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="radio"/> No <input type="radio"/> Yes If yes, please list the other name(s):  |                            |  |                                 |
| Name(s): _____  |                            | Year of name change: _____   |                                 |
| Name(s): _____  |                            | Year of name change: _____   |                                 |
| 12. Is your firm involved in any pending acquisition or merger? <input checked="" type="radio"/> No <input type="radio"/> Yes   |                            |  |                                 |
| If yes, indicate the associated company's name: _____   |                            |  |                                 |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.   |                            |  |                                 |
| 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief: <u>Yes</u>  |                            |  |                                 |
| I declare under penalty of perjury under the laws of California that the above information is true and correct.   |                            |  |                                 |
| Signature of Proposer or Authorized Agent: <u>James R. Spadaro</u>  |                            |  | Date: <u>04-23-2014</u>         |
| Type name and title: <u>JAMES R SPADARO, President</u>  |                            |  |                                 |

**SCHEDULE OF PRICES  
FOR  
WATER TRUCK SERVICES (2014-PA019)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

| ITEM                               | ITEM DESCRIPTION   | HOURLY RATE      | ESTIMATED ANNUAL HOURS | ANNUAL COST<br>(Hr. Rate x Est. Annual Hrs.) |
|------------------------------------|--|------------------|------------------------|--|
| 1.                                 | Hourly rate for <u>water trucks</u> during a normal working day (6:00 a.m. to 4:30 p.m., Monday through Thursday or Tuesday through Friday).*  | \$ <u>86.33</u>  | X 6,000 =              | \$ <u>517,980.00</u>                         |
| 2.                                 | OVERTIME RATE - Hourly rate for overtime; water trucks in excess of a normal working day as defined in the Scope of Work, in excess of an average 40 hours per week based on a consecutive two-week period, Saturday, Sunday, or holidays. | \$ <u>100.33</u> | X 468 =                | \$ <u>46,954.44</u>                          |
| <b>TOTAL PROPOSED ANNUAL PRICE</b> |  |                  |                        | \$ <u>564,934.44</u>                         |

\* A minimum of 4 hours for each day for each vehicle called will be paid. Therefore, the contractor shall only be paid for the actual hours worked beyond the minimum 4 hours, invoiced, and verified by Public Works through the use of Water Truck Services form (Exhibit G).

|  |                                   |                     |
|--|-----------------------------------|---------------------|
| LEGAL NAME OF PROPOSER<br><b>SPADARD ENTERPRISES, Inc. dba: S&amp;S Sweeping</b>   |                                   |                     |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL<br> |                                   |                     |
| TITLE OF AUTHORIZED PERSON<br><b>PRESIDENT/CEO</b>   |                                   |                     |
| DATE   | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE        |
|  | <b>N/A</b>                        | <b>N/A</b>          |
| PROPOSER'S ADDRESS<br><b>42612 8TH ST., West<br/>LANCASTER, CA 93534</b>   |                                   |                     |
| E-MAIL<br><b>generaloffice@spadardinc.com</b>  |                                   |                     |
| PHONE  | MOBILE                            | FACSIMILE           |
| <b>661 940 1914</b>  | <b>661 609 6002</b>               | <b>661 940 8022</b> |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

|   |           |                 |
|---|-----------|-----------------|
| Company Name: SPADARO ENTERPRISES, Inc. dba: S & S Sweeping |           |                 |
| Company Address: 42612 8TH ST. W                            |           |                 |
| City: LANCASTER   | State: CA | Zip Code: 93534 |
| Telephone Number: 661-940-1914                              |           |                 |
| (Type of Goods or Services): WATER TRUCK SERVICES           |           |                 |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.


**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

|   |                         |
|---|-------------------------|
| Print Name:<br>James R. Spadaro   | Title:<br>President/CZO |
| Signature:<br> | Date:<br>04-23-2014     |

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Water Truck Services  
 SERVICE BY PROPOSER: SPADARO ENTERPRISES, INC.  
 PROPOSAL DATE: April 23, 2014

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

|   | 2008   | 2009    | 2010 | 2011    | 2012   | Total   | Current Year to Date |
|---|--------|---------|------|---------|--------|---------|----------------------|
| 1. Number of contracts.   | 4      | 1       | 0    | 2       | 1      | 8       | 8                    |
| 2. Total dollar amount of Contracts (in thousands of dollars).  | 92,340 | 468,000 | 0    | 108,718 | 55,000 | 724,058 | 724,058              |
| 3. Number of fatalities.  | 0      | 0       | 0    | 0       | 0      | 0       | 0                    |
| 4. Number of lost workday cases.  | 0      | 0       | 0    | 0       | 0      | 0       | 0                    |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | 0      | 0       | 0    | 0       | 0      | 0       | 0                    |
| 6. Number of lost workdays.   | 0      | 0       | 0    | 0       | 0      | 0       | 0                    |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

James R. Spadaro  
 Name of Proposer or Authorized Agent (print)

[Signature]  
 Signature

04/23/14  
 Date

## CONFLICT OF INTEREST CERTIFICATION

1. James R. Spadaro☐ sole owner☐ general partner☐ managing member☒ President, Secretary, or other proper titlePresidentof SPADARO ENTERPRISES, Inc., dba S+S Sweeping  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

James R. Spadaro

Date

04-23-2014

## PROPOSER'S REFERENCE LIST

PROPOSER NAME: SPADARO ENTERPRISES, Inc.PROPOSED CONTRACT FOR: Water Truck Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

## A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

|  |  |
|--|--|
| SERVICE:<br><u>Water Truck</u>                 | SERVICE DATES:<br><u>9/2009-9/2014</u> |
| DEPT/DISTRICT:<br><u>Dept. of Public Works</u> |  |
| CONTACT:<br><u>Eric Tong 626-458-4077</u>      |  |
| TELEPHONE:                                     |  |
| FAX:   |  |
| E-MAIL:<br><u>etong@dpw.lacounty.gov</u>       |  |

|                |                |
|----------------|----------------|
| SERVICE:       | SERVICE DATES: |
| DEPT/DISTRICT: |                |
| CONTACT:       |                |
| TELEPHONE:     |                |
| FAX:           |                |
| E-MAIL:        |                |

|                |                |
|----------------|----------------|
| SERVICE:       | SERVICE DATES: |
| DEPT/DISTRICT: |                |
| CONTACT:       |                |
| TELEPHONE:     |                |
| FAX:           |                |
| E-MAIL:        |                |

|                |                |
|----------------|----------------|
| SERVICE:       | SERVICE DATES: |
| DEPT/DISTRICT: |                |
| CONTACT:       |                |
| TELEPHONE:     |                |
| FAX:           |                |
| E-MAIL:        |                |

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

|   |                                       |
|---|---------------------------------------|
| SERVICE:<br><u>Water Truck</u>                        | SERVICE DATES:<br><u>2011-Present</u> |
| AGENCY/FIRM:<br><u>McCarthy Const.</u>                |                                       |
| ADDRESS:<br><u>20401 SW Birch St. Newport Bch, CA</u> |                                       |
| CONTACT:<br><u>NORMAN Cornell</u>                     |                                       |
| TELEPHONE:<br><u>949-279-2219</u>                     |                                       |
| FAX:  |                                       |
| E-MAIL:   |                                       |

|  |                                       |
|--|---------------------------------------|
| SERVICE:<br><u>Sweeping</u>  | SERVICE DATES:<br><u>2009-Present</u> |
| AGENCY/FIRM:<br><u>First Solar-California</u>                          |                                       |
| ADDRESS:<br><u>525 Market St<br/>5th Floor-San Francisco, CA 94105</u> |                                       |
| CONTACT:<br><u>Mary Thomas</u>   |                                       |
| TELEPHONE:<br><u>480-489-6137</u>                                      |                                       |
| FAX:   |                                       |
| E-MAIL:<br><u>MARY.Thomas@FIRSTSOLAR.COM</u>                           |                                       |

|   |                                       |
|---|---------------------------------------|
| SERVICE:<br><u>Sweeping</u>                         | SERVICE DATES:<br><u>2012-Present</u> |
| AGENCY/FIRM:<br><u>M.A. Mortensen Co.</u>           |                                       |
| ADDRESS:<br><u>PO Box 1331-Minneapolis MN 55440</u> |                                       |
| CONTACT:<br><u>TINA HARGRAVE</u>                    |                                       |
| TELEPHONE:<br><u>163-287-3314</u>                   |                                       |
| FAX:  |                                       |
| E-MAIL:<br><u>TINA.hargrave@mortensen.com</u>       |                                       |

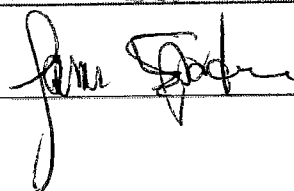
|              |                |
|--------------|----------------|
| SERVICE:     | SERVICE DATES: |
| AGENCY/FIRM: |                |
| ADDRESS:     |                |
| CONTACT:     |                |
| TELEPHONE:   |                |
| FAX:         |                |
| E-MAIL:      |                |

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

|   |   |
|---|---|
| Proposer's Name   | SPADARO ENTERPRISES, Inc. dba: S&S Sweeping |
| Address   | 42612 8TH STREET, WEST-LANCASTER, CA 93534  |
| Internal Revenue Service Employer Identification Number | 95-4889638                                  |

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

|    |   |  |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment.   | <input checked="" type="checkbox"/> YES<br><input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of its work force.  | <input checked="" type="checkbox"/> YES<br><input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups.  | <input checked="" type="checkbox"/> YES<br><input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input checked="" type="checkbox"/> YES<br><input type="checkbox"/> NO |

|                           |   |                 |
|---------------------------|---|-----------------|
| Proposer                  | SPADARO ENTERPRISES, Inc. dba: S&S Sweeping   |                 |
| Authorized representative | James R. SPADARO, President/CEO   |                 |
| Signature                 |  | Date 04-23-2014 |



☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Spadaro Enterprises, Inc dba: S+S Sweeping  
 My County (WebVen) Vendor Number: 13033501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

- ☒ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure:   | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Franchise |        |
|---|--|--------------------------------------|---|------------------------------------|------------------------------------|--------|
| <input type="checkbox"/> Other (Please Specify):  |  |                                      |   |                                    |                                    |        |
| Total Number of Employees (including owners): <u>13</u>   |  |                                      |   |                                    |                                    |        |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: |  |                                      |   |                                    |                                    |        |
| Race/Ethnic Composition   | Owners/Partners/<br>Associate Partners       |                                      | Managers  |                                    | Staff                              |        |
|   | Male   | Female                               | Male  | Female                             | Male                               | Female |
| Black/African American  |  |                                      |   |                                    | 2                                  |        |
| Hispanic/Latino   |  |                                      |   |                                    | 3                                  |        |
| Asian or Pacific Islander   |  |                                      |   |                                    |                                    |        |
| American Indian   |  |                                      |   |                                    |                                    |        |
| Filipino  |  |                                      |   |                                    |                                    |        |
| White   | 1  |                                      | 1   | 1                                  | 5                                  |        |


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

|       | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men   | %                      | %                | %                         | %               | %        | 100 % |
| Women | %                      | %                | %                         | %               | %        | %     |

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) n/a

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
|             |          |       |               |                  |                 |
|             |          |       |               |                  |                 |

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

|   |                                |                            |
|---|--------------------------------|----------------------------|
| Authorized Signature<br> | Title:<br><u>President/CEO</u> | Date:<br><u>04-23-2014</u> |
|---|--------------------------------|----------------------------|

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

|  |                        |
|--|------------------------|
| Signature<br><i>James Spadaro</i>                        | Title<br>President/CEO |
| Firm Name<br>Spadaro Enterprises, Inc. dba: S&S Sweeping | Date<br>04-23-2014     |

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Spadaro Enterprises, Inc. dba: S+S Sweeping  
 Company Name

42612 8th Street, West - LANCASTER, CA 93534  
 Address

95-4889638  
 Internal Revenue Service Employer Identification Number

n/a

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

( )

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

James R. Spadaro  
 Signature

04/23/2014  
 Date

James R. Spadaro, President/CEO  
 Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

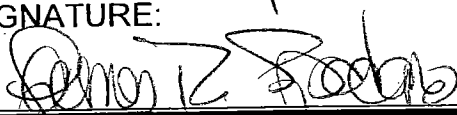
|  |              |                    |
|--|--------------|--------------------|
| COMPANY NAME:<br>Spadaro Enterprises, Inc. d/b/a: SFS Sweeping |              |                    |
| COMPANY ADDRESS:<br>42612 8th Street, West                     |              |                    |
| CITY:<br>LANCASTER   | STATE:<br>CA | ZIP CODE:<br>93534 |

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

|   |                         |
|---|-------------------------|
| PRINT NAME:<br>James R. Spadaro   | TITLE:<br>President/CEO |
| SIGNATURE:<br> | DATE:<br>04/23/2014     |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
|                       |          |             |      |

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Spadar Enterprises, Inc, dba: S&S Sweeping☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

|                          |                   |
|--------------------------|-------------------|
| SERVICE:                 | TERMINATING DATE: |
| NAME OF TERMINATING FIRM |                   |
| ADDRESS OF FIRM          |                   |
| CONTACT PERSON:          |                   |
| TELEPHONE:               |                   |
| FAX:                     |                   |
| E-MAIL:                  |                   |

|                          |                   |
|--------------------------|-------------------|
| SERVICE:                 | TERMINATING DATE: |
| NAME OF TERMINATING FIRM |                   |
| ADDRESS OF FIRM          |                   |
| CONTACT PERSON:          |                   |
| TELEPHONE:               |                   |
| FAX:                     |                   |
| E-MAIL:                  |                   |

|                          |                   |
|--------------------------|-------------------|
| SERVICE:                 | TERMINATING DATE: |
| NAME OF TERMINATING FIRM |                   |
| ADDRESS OF FIRM          |                   |
| CONTACT PERSON:          |                   |
| TELEPHONE:               |                   |
| FAX:                     |                   |
| E-MAIL:                  |                   |

|                          |                   |
|--------------------------|-------------------|
| SERVICE:                 | TERMINATING DATE: |
| NAME OF TERMINATING FIRM |                   |
| ADDRESS OF FIRM          |                   |
| CONTACT PERSON:          |                   |
| TELEPHONE:               |                   |
| FAX:                     |                   |
| E-MAIL:                  |                   |

SIGNATURE DATE: 04/23/2014

## PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Spadaro Enterprises, Inc. dba S&S Sweeping

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Proposer: [Signature]

Date: 04/23/2014

## WATER TRUCK SERVICE (2014-PA019)

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

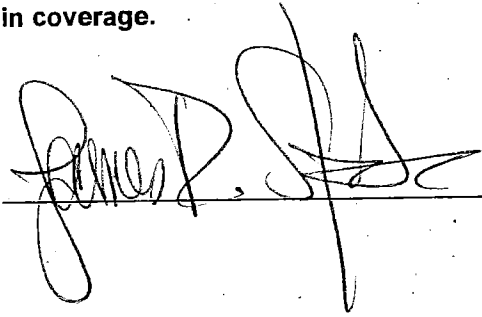
Spadaro Enterprises, Inc dba: S+S Sweeping

Proposer's Name

42612 8th St. West - Lancaster, CA 93534

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: Date: 04/23/2014



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

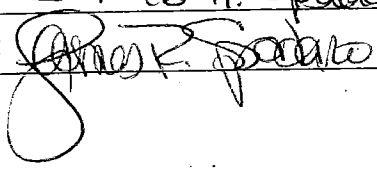
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

|  |                      |
|--|----------------------|
| Print Name: James R. Spadaro   | Title: President/CEO |
| Signature:  | Date: 04/23/2014     |

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- ☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

|  |                                   |
|--|-----------------------------------|
| Name of Firm: <u>Spadaro Enterprises, Inc. dba: S&amp;S Sweeping</u> | County Webven No. <u>13033501</u> |
| Print Authorized Name: <u>James R. Spadaro</u>                       | Title: <u>President/CEO</u>       |
| Authorized Signature: <u>James R. Spadaro</u>                        | Date: <u>04/23/2014</u>           |

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
|                       |          |             |      |

# WATER TRUCK SERVICE PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

## PROPOSER MUST CHECK A BOX IN EVERY SECTION

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer must have a minimum of three years' experience performing water truck service. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

| Proposer's Name                             | Dates of Experience<br>(Mth/Yrs to Mth/Yrs) | Description of Services/Experience | Page Number* |
|---|---|------------------------------------|--------------|
| SPADARO ENTERPRISES INC.<br>dba STS Seeping | 9/1989 -<br>Present                         | WATER TRUCK SERVICE                | 5.1          |

\*List the page number in the proposal containing the proposer's experience.

☐ No. Proposer does not meet the experience requirement stated above.

- Proposer's on-site supervisor must have a minimum of three years' experience performing water truck service. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

| Proposer's on-site supervising employee(s) name | Dates of Experience<br>(Mth/Yrs to Mth/Yrs) | Description of Supervising Experience                              | Page Number* |
|---|---|--|--------------|
| James R. Spadaro                                | 9/1989 -<br>Present                         | Owner/Supervisor of this company for 20+ yrs                       | 5.8          |
| John Wood                                       | 3/1999 -<br>Present                         | Water TRK + Sweeper TRK Operator<br>14 yrs - Supervisor Exp 10 yrs | 5.8          |

(Please attach additional pages if needed.)

\*List the page number in the proposal containing the proposer's on-site supervising resume/experience.

- ☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit a minimum of three truck drivers with a valid State of California Department of Motor Vehicles Class A or B (with a minimum of a "TV" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. **Subcontracting is not allowed to meet this requirement.**

- ☒ Yes. Proposer has submitted copies of three Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class A or B (with a minimum of a "TV" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies in your proposal and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

| Employees with DMV Class A or B (with a minimum of a "TV" endorsements) |                           |                              |
|---|---------------------------|------------------------------|
| Employee Name   | Class of Driver's License | "TV" endorsement (Yes or No) |
| VERN Towry  | A                         | X                            |
| DeANDRE Rutherford  | A                         | X                            |
| ART GALINDO   | A                         | X                            |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |
|   |                           |                              |

- ☐ No. Proposer **did not** submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class A or B (with "TV" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations.

4. Proposer must provide a minimum of three water trucks that meet or exceed the service vehicle requirements as set forth in Exhibit A, Scope of Work, Paragraph G. Equipment. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit A, Scope of Work, Paragraph G. Equipment. **Subcontracting is not allowed to meet this requirement.**

- ☒ Yes. Proposer does meet the three water trucks requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).
- ☐ Proposer does not meet the three water trucks requirement stated above at present, but fully intends to comply if awarded the contract. The Proposer will comply with the three water truck requirements set forth in Exhibit A, Scope of Work, Paragraph G. Equipment. (This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required three water trucks requirements submitted in the proposal.)
- ☐ No. Proposer's does not meet three water trucks requirement stated above and does not intend to comply.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

|   |                              |
|---|------------------------------|
| Signature <i>James R. Spadaro</i>                                 | Title <i>President / CEO</i> |
| Firm Name <i>Spadaro Enterprises, Inc. dba S &amp; S Sweeping</i> | Date <i>04/23/2014</i>       |

**FORM PW-19 NARRATIVE:**  
**THREE WATER TRUCK MINIMUM REQUIREMENTS**

1. Capacity of 4,000 or greater
2. Capable of dispensing water under pressure by use of a pump
3. Capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle
4. Capable of connecting to discharge hoses from a garden to a 2.5 inch hose to facilitate drain and culvert cleaning
5. Capable of connecting to a minimum 2.5 inch hose to facilitate tank filling
6. Fully adjustable spray nozzles (two in front and two in the rear)
7. Legal for operation on public highways

**All of above vehicles** are legally registered with the State of California

Department of Motor Vehicles and California Highway Patrol BIT inspection program. Motor Carrier permit number CA 0246231 is displayed on each vehicle both right and left hand side.

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

**State Section**

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

[illegible]

U.S. National Archives

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.20 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.



- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.30      Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

**2.201.040      Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050      Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may

provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### **2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or
  3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

#### **2.201.090      Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100    Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

|                         |                   |                |                           |
|-------------------------|-------------------|----------------|---------------------------|
| Company Name:<br>n/a    |                   |                |                           |
| Company Address:        |                   |                |                           |
| City:                   |                   | State:         | Zip Code:                 |
| Telephone Number:       | Facsimile Number: | Email Address: |                           |
| Awarding Department:    |                   |                | Contract Term:            |
| Type of Service:        |                   |                |                           |
| Contract Dollar Amount: |                   |                | Contract Number (if any): |

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

## FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

|  |                                |
|--|--------------------------------|
| PRINT NAME:<br><b>James R. Spadaro</b> | TITLE:<br><b>President/CEO</b> |
| SIGNATURE:<br><b>James R. Spadaro</b>  | DATE:<br><b>04/23/14</b>       |

### **Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors. .

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly      ☐ Quarterly      ☐ Bi-Annual

☐ Annually      ☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

|  |  |
|--|--|
| PLEASE PRINT COMPANY NAME:<br><i>Spadaro Enterprises, Inc dba: S+S Sweeping</i>  |  |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct. |  |
| SIGNATURE:<br><i>James Spadaro</i>   | DATE:<br><i>04/23/2014</i>                 |
| PLEASE PRINT NAME:<br><i>James R. Spadaro</i>  | TITLE OR POSITION:<br><i>President/CEO</i> |

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

## LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

## CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

## LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

### History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

### History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

### HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

SPADARO ENTERPRISES, Inc  
Print Name of Firm

Print Name and Title

Date



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below): N/A

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

|   |   |
|---|---|
| Print Name of Firm:<br><u>Spadaro Enterprises, Inc.</u> | Print Name of Owner:<br><u>James R. SPADARO</u>             |
| Print Address of Firm:<br><u>dba: 343 Sweeping</u>      | Owner's/AGENT's Authorized Signature:<br><u>[Signature]</u> |
| City, State, Zip Code                                   | Print Name and Title:<br><u>James R. Spadaro / Pres.</u>    |

|   |                    |
|---|--------------------|
| <b>Public Entity Name</b>   |                    |
| <b>Public Entity Address:</b>   | Street Address:    |
|   | City, State, Zip:  |
| <b>Case Number/Date Claim Opened:</b>   | Case Number:       |
|   | Date Claim Opened: |
| <b>Name and Address of Claimant:</b>  | Name:              |
|   | Street Address:    |
|   | City, State, Zip:  |
| <b>Description of Work: (e.g., Janitorial)</b>  |                    |
| <b>Description of Allegation and/or Violation:</b>  |                    |
|   |                    |
|   |                    |
|   |                    |
| <b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b> |                    |
|   |                    |
|   |                    |

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

|   |  |   |
|---|--|---|
| <b>COUNTY DETERMINATION</b><br><br><b>Proposer Name:</b> <u>n/A</u><br><br><b>Contracting Department:</b> _____<br><br><b>Department Contact Person:</b> _____<br><br><b>Phone:</b> _____ | <b>RANGE OF DEDUCTION</b> _____<br>(Deduction is taken from the maximum evaluation points available) |   |
|   | Proposer Fully Disclosed   | Proposer <i>Did Not</i> Fully Disclose  |
| <b>MAJOR</b><br>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*   | 8 - 10%<br>Consider investigating a finding of proposer non-responsibility**                         | 16 - 20%<br>Consider investigating a finding of proposer non-responsibility** |
| <b>SIGNIFICANT</b><br>County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*  | 4 - 7%   | 8 - 14%<br>Consider investigating a finding of proposer non-responsibility**  |
| <b>MINOR</b><br>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*   | 2 - 3%   | 4 - 6%  |
| <b>INSIGNIFICANT</b><br>County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*   | 0 - 1%   | 1 - 2%  |
| <b>NONE</b><br>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*   | 0  | N/A   |

**Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- ☐ Accuracy in self-reporting by proposer
- ☐ Health and/or safety impact
- ☐ Number of occurrences
- ☐ Identified patterns in occurrences
- ☐ Dollar amount of lost/delayed wages
- ☐ Assessment of any fines and/or penalties by public entities
- ☐ Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: n/a

Name of Proposer's Health Plan: \_\_\_\_\_ Date: \_\_\_\_\_

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

| ITEMS  | DOES THE PLAN COVER?<br>(YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|--|------------------------------------|--|--------------------------------------|
| Proposer's Health Plan Premium                     |                                    |  |                                      |
| Employee only                                      | Y N                                | \$   |                                      |
| Employee + 1 dependent                             | Y N                                | \$   |                                      |
| Employee + 2 dependents                            | Y N                                | \$   |                                      |
| Employee + 3 dependents                            | Y N                                | \$   |                                      |
| Proposer's portion of above health premium payment |                                    |  |                                      |
| Employee only                                      | Y N                                | \$   |                                      |
| Employee + 1 dependent                             | Y N                                | \$   |                                      |
| Employee + 2 dependents                            | Y N                                | \$   |                                      |
| Employee + 3 dependents                            | Y N                                | \$   |                                      |
| Any Annual Deductible?                             |                                    |  |                                      |
| Per Person   | Y N                                | \$   |                                      |
| Per Family   | Y N                                | \$   |                                      |
| Any Annual Maximum Employee Out-of-Pocket Expense? |                                    |  |                                      |
| Per Person   | Y N                                | \$   |                                      |
| Per Family   | Y N                                | \$   |                                      |
| Any Lifetime Maximum?                              |                                    |  |                                      |
| Per Person   | Y N                                | \$   |                                      |
| Per Family   | Y N                                | \$   |                                      |
| Ambulance coverage                                 | Y N                                | \$   |                                      |
| Doctor's Office Visits                             | Y N                                | \$   |                                      |
| Emergency Care                                     | Y N                                | \$   |                                      |
| Home Health Care                                   | Y N                                | \$   |                                      |
| Hospice Care                                       | Y N                                | \$   |                                      |
| Hospital Care                                      | Y N                                | \$   |                                      |
| Immunizations                                      | Y N                                | \$   |                                      |
| Maternity  | Y N                                | \$   |                                      |
| Mental Health                                      | Y N                                | \$   |                                      |
| Mental Health In-Patient Coverage                  | Y N                                | \$   |                                      |

## LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

| ITEMS                              | DOES THE PLAN COVER?<br>(YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|------------------------------------|------------------------------------|--|--------------------------------------|
| Mental Health Out-Patient Coverage | Y N                                | \$   |                                      |
| Physical Therapy                   | Y N                                | \$   |                                      |
| Prescription Drugs                 | Y N                                | \$   |                                      |
| Routine Eye Examinations           | Y N                                | \$   |                                      |
| Skilled Nursing Facility           | Y N                                | \$   |                                      |
| Surgery                            | Y N                                | \$   |                                      |
| X-Ray and Laboratory               | Y N                                | \$   |                                      |

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after \_\_\_\_ days of employment.

☐ Is defined as an employee who is employed more than \_\_\_\_ hours per week.

### OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_\_ DAYS.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WATER TRUCK SERVICE 2014-PA019

PROPOSER: Spadaro Enterprises, Inc. dba SFSweeping

| POSITION/TITLE *                     | HOURS PER DAY |     |     |     |     |     |     | HOURS<br>PER WEEK | ANNUAL<br>HOURS<br>(Hrs per wk) | HOURLY<br>WAGE RATE**                     | ANNUAL<br>COST        |
|--------------------------------------|---------------|-----|-----|-----|-----|-----|-----|-------------------|---------------------------------|---|-----------------------|
|                                      | SUN           | MON | TUE | WED | THU | FRI | SAT |                   |                                 |   |                       |
| (LIST EACH EMPLOYEE SEPARATELY)      |               |     |     |     |     |     |     |                   |                                 |   |                       |
| VERA TOWRY reg                       |               |     |     |     |     |     |     | 32                | 1664                            | 51.68                                     | \$ 85,995.52          |
| VERA TOWRY OT                        |               |     |     |     |     |     |     | 4                 | 208                             | 65.73                                     | \$ 13,671.84          |
| DeAnne Rutherford reg                |               |     |     |     |     |     |     | 32                | 1664                            | 51.68                                     | \$ 85,995.52          |
| DeAnne Rutherford OT                 |               |     |     |     |     |     |     | 4                 | 208                             | 65.73                                     | \$ 13,671.84          |
| Alex Galindo reg                     |               |     |     |     |     |     |     | 32                | 1664                            | 51.68                                     | \$ 85,995.52          |
| Alex Galindo OT                      |               |     |     |     |     |     |     | 4                 | 208                             | 65.73                                     | \$ 13,671.84          |
| ESTIMATED OT, NON regular Scheduling |               |     |     |     |     |     |     | 9                 | 468                             | 65.73                                     | \$ 30,761.64          |
|                                      |               |     |     |     |     |     |     |                   |                                 |   | \$                    |
|                                      |               |     |     |     |     |     |     |                   |                                 |   | \$                    |
| Comments/Notes:                      |               |     |     |     |     |     |     |                   |                                 |   |                       |
|                                      |               |     |     |     |     |     |     |                   |                                 | Total Annual Salaries                     | \$ 329,743.72         |
|                                      |               |     |     |     |     |     |     |                   |                                 | (1) Vacations, Sick Leave, Holiday        | \$ included in Hourly |
|                                      |               |     |     |     |     |     |     |                   |                                 | (2) Health Insurance **                   | \$ included in Hourly |
|                                      |               |     |     |     |     |     |     |                   |                                 | (3) Payroll Taxes & Workers' Compensation | \$ 26,381.10          |
|                                      |               |     |     |     |     |     |     |                   |                                 | (4) Welfare and Pension                   | \$ included in Hourly |
|                                      |               |     |     |     |     |     |     |                   |                                 | Total Annual Employee Benefits (1+2+3+4)  | \$ 356,144.82         |
|                                      |               |     |     |     |     |     |     |                   |                                 | (5) Equipment Costs                       | \$ 73,076.57          |
|                                      |               |     |     |     |     |     |     |                   |                                 | (6) Service and Supply Costs              | \$ 84,000.00          |
|                                      |               |     |     |     |     |     |     |                   |                                 | (7) General and Administrative Costs      | \$ 18,635.00          |
|                                      |               |     |     |     |     |     |     |                   |                                 | (8) Profit                                | \$ 33,018.25          |
|                                      |               |     |     |     |     |     |     |                   |                                 | Total Annual Other Costs (5+6+7+8)        | \$ 208,789.62         |
|                                      |               |     |     |     |     |     |     |                   |                                 | TOTAL ANNUAL PRICE                        | \$ 564,934.44         |

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at least \$11.84 per hour.

\*\*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.84 and \$11.84, unless exemption from Living Wage requirements has been granted by the County. Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Name of Proposer James R. SpadaroSignature [Signature]

Date \_\_\_\_\_

# WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS WATER TRUCK SERVICE (2014-PA019)

## INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.**

**IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

| QUESTION  | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|--|
| <p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p> | <p><i>See Attached.</i></p>  |

| QUESTION   | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|--|--|
| <p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>  |  |
| <p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u><b>ATTACH ACTUAL COPIES OF THESE RECORDS</b></u><br/>(Please blank out any personal information).</p> |  |

| QUESTION  | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|--|
| <p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p> |  |
| <p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>   |  |



| QUESTION   | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|--|--|
| <p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p> |  |

| QUESTION  | RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED. |
|---|--|
| <p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>  |  |
| <p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p> |  |

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

## QUESTION

## 9. TRAVEL TIME

9.1. How is travel time during an employee's shift paid?

9.2. At what rate is such travel time paid if the employee has multiple wage rates?

9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:

a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.

b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

## 10. OVERTIME

10.1. How does the Proposer calculate overtime wages?

10.2. What if the employee has multiple wage rates?

Print Name:

James R. Spadaro

Signature:

James R. Spadaro

Company:

SPADARO ENTERPRISES, Inc. dba: Sweeping

Date:

4/23/14

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
FORM LW-9**

**1. TRACKING HOURS WORKED**

- 1.1 Employee Time Sheet
- 1.2 It would depend if our trucks are parked at the shop or parked at the county yard(s) or at our shop.
- 1.3 Shift starts when the employee picks up the truck, whether it is parked at a central location or at the work location.

**2. REPORTING TIME**

Call-in system

**3. RECORDS OF ACTUAL TIME WORKED**

- 3.1 Employee Time Sheet
- 3.2 Employee Time Sheet
- 3.3 Weekly
- 3.4 Employee
- 3.5 Payroll Department – accuracy against the schedule
- 3.6 Payroll Records are maintained in the office
- 3.7 Yes
- 3.8 attached time sheet and check stub

**4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**

- 4.1 records of actual time worked are used o create payroll
- 4.2 n/a
- 4.3 n/a
- 4.4 n/a

**5. BREAKS**

- 5.1 Employee Time Sheet
- 5.2 Employee Time Sheet
- 5.3 Payroll Department

**6. HOW PAYROLL IS PREPARED**

- 6.1 Employee time sheets are collected and checked, hours are calculated and entered into QuickBooks Payroll System.
- 6.2 Employees are paid by check generated in QuickBooks
- 6.3 single check for straight time and overtime
- 6.4 Earnings and Hours; Qty of hours; pay rate; Current/Gross Amt; YTD Amount' Taxes Withheld; pay period; Filing Status; Allowances; Pay Date; SSN (last four); Net Pay
- 6.5 attach copy of pay check and pay check stub that shows deduction categories

## **7. MANUAL PAYROLL SYSTEM**

- 7.1 Payroll is done in QuickBooks
- 7.2 Non-County work and County work is paid separately

## **8. AUTOMATED PAYROLL SYSTEM**

- 8.1 Employee time sheets are collected and checked, hours are calculated and entered into QuickBooks Payroll System
- 8.2 Non-County work and County work is paid separately
- 8.3 Calculation is embedded in the software program (QuickBooks Payroll System)

## **9. TRAVEL TIME**


- 9.1 Travel is paid at non LW rate
- 9.2 At non LW, regular rate
- 9.3a separate time sheets are kept, one for LW rates, one for non LW rates. Travel is kept on the one for non LW rates
- 9.3b Again, separate time sheets are kept. If different location, same job, same time sheet. If different location, different job, separate time sheet

## **10. OVERTIME**

- 10.1 LW rate, after 8 hours in single day; non LW rate, after 40 hours in a week (7 day period)
- 10.2 LW rate, after 8 hours in single day; non LW rate, after 40 hours in a week (7 day period)

DATE: 4-11-14  
DAY: FRIDAY  
WORKED WITH:

| TIME                          | DESCRIPTION  | HOURS |
|-------------------------------|--------------|-------|
| START: 6:00<br>FINISH: 11:30  | DUST CONTROL | 5 1/2 |
| START: 11:30<br>FINISH: 12:00 | unch         |       |
| START: 12:00<br>FINISH: 3:30  | DUST CONTROL | 3 1/2 |
| START:                        |              |       |
| FINISH:                       |              |       |
| START:                        |              |       |
| FINISH:                       |              |       |
| START:                        |              |       |
| FINISH:                       |              |       |
| TOTAL HOURS                   |              | 9     |

  
Employee Signature

EMPLOYEE NAME: Vanessa Torrey  
PAY PERIOD: 4-5-14 - 11-14  
TOTAL HOURS (REG): 36  
TOTAL HOURS (OT):

LA Co DPW 551

|                 |                         |
|-----------------|-------------------------|
| PAY DATE:       | 4/18/2014               |
| PAY RATE:       | 39.71                   |
| MARITAL STATUS: | m                       |
| EXEMPTIONS:     | 2                       |
| REG TIME:       | 1429.56                 |
| OVER TIME:      | 0                       |
| TOTAL:          | 1429.56                 |
| FED:            | 150-                    |
| FICA:           | 88.63<br>20.73 > 109.36 |
| SDI:            | 14.30                   |
| STATE:          | 82.51                   |
| TOTAL TAXES:    | 356.17                  |
| NET PAY:        | 1073.39                 |

DATE: 6-5-74  
DAY: SATURDAY  
WORKED WITH:

| TIME    | DESCRIPTION | HOURS |
|---------|-------------|-------|
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
|         |             |       |
|         |             |       |
|         | TOTAL       | HOURS |

DATE: 4-8-14  
DAY: TUESDAY  
WORKED WITH:

| TIME          | DESCRIPTION  | HOURS |
|---------------|--------------|-------|
| START: 6:00   |              |       |
| FINISH: 11:30 | DUST CONTROL | 5 1/2 |
| START: 11:30  |              |       |
| FINISH: 12:00 | Lunch        |       |
| START: 12:00  |              |       |
| FINISH: 3:30  | DUST CONTROL | 3 1/2 |
| START:        |              |       |
| FINISH:       |              |       |
| START:        |              |       |
| FINISH:       |              |       |
| START:        |              |       |
| FINISH:       |              |       |
|               |              |       |
|               |              |       |
|               | TOTAL        | 9     |
|               | HOURS        |       |

DATE: 4-6-17  
DAY: SUNDAY  
WORKED WITH:

| TIME    | DESCRIPTION | HOURS |
|---------|-------------|-------|
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
|         |             |       |
|         |             |       |
|         | TOTAL       | HOURS |

DATE: 4-9-14  
DAY: WEDNESDAY  
WORKED WITH:

| TIME                         | DESCRIPTION  | HOURS |
|------------------------------|--------------|-------|
| START: 6:00<br>FINISH: 11:30 | DUST CONTROL | 5 1/2 |
| START: 7:30<br>FINISH: 12:00 | hunch        |       |
| START: 12:30<br>FINISH: 3:30 | DUST CONTROL | 3 1/2 |
| START:<br>FINISH:            |              |       |
| START:<br>FINISH:            |              |       |
| START:<br>FINISH:            |              |       |
| START:<br>FINISH:            |              |       |
|                              |              |       |
|                              |              |       |
|                              | TOTAL        | 9     |
|                              | HOURS        |       |

DATE: 4-2-61  
DAY: MONDAY  
WORKED WITH:

| TIME    | DESCRIPTION | HOURS |
|---------|-------------|-------|
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
| START:  |             |       |
| FINISH: |             |       |
|         |             |       |
|         |             |       |
|         | TOTAL       | HOURS |

DATE: 4-10-14  
DAY: THURSDAY  
WORKED WITH:

| TIME          | DESCRIPTION  | HOURS |
|---------------|--------------|-------|
| START: 6:00   |              |       |
| FINISH: 11:00 | DUST CONTROL | 5     |
| START: 11:00  |              |       |
| FINISH: 11:30 | Lunch        |       |
| START: 11:30  |              |       |
| FINISH: 3:30  | DUST CONTROL | 4     |
| START:        |              |       |
| FINISH:       |              |       |
| START:        |              |       |
| FINISH:       |              |       |
| START:        |              |       |
| FINISH:       |              |       |
|               |              |       |
|               |              |       |
|               | TOTAL        | 9     |
|               | HOURS        |       |



| Employee                          |  |       |       | SSN                                 | Status (Fed/State)            | Allowances/Extra     |
|-----------------------------------|--|-------|-------|-------------------------------------|-------------------------------|----------------------|
| Vernon L. Towry (LWO), [REDACTED] |  |       |       | [REDACTED]                          | Married/Married (two incomes) | Fed-2/0/CA-2/0       |
|                                   |  |       |       | Pay Period: 04/05/2014 - 04/11/2014 |                               | Pay Date: 04/18/2014 |
| Earnings and Hours                |  | Qty   | Rate  | Current                             | YTD Amount                    |                      |
| LACoLWO                           |  | 36.00 | 39.71 | 1,429.56                            | 20,490.36                     |                      |
| Overtime Hourly Rate              |  |       |       | 0.00                                | 930.42                        |                      |
|                                   |  |       |       | 1,429.56                            | 21,420.78                     |                      |
| Taxes                             |  |       |       | Current                             | YTD Amount                    |                      |
| Federal Withholding               |  |       |       | -150.00                             | -2,216.00                     |                      |
| Social Security Employee          |  |       |       | -88.63                              | -1,328.09                     |                      |
| Medicare Employee                 |  |       |       | -20.73                              | -310.60                       |                      |
| CA - Withholding                  |  |       |       | -82.51                              | -1,195.39                     |                      |
| CA - Disability Employee          |  |       |       | -14.30                              | -214.21                       |                      |
|                                   |  |       |       | -355.17                             | -5,264.29                     |                      |
| Net Pay                           |  |       |       | 1,073.39                            | 16,156.49                     |                      |

Spadaro Enterprises Inc.

MSF5001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 951-782-0393

Powered by Intuit Payroll

M02SF002287

SAFEGUARD LITHO USA SFSL1 CK7S08111L

4/18/2014

Vernon L. Towry

\*\*1,073.39

One Thousand Seventy-Three and 39/100\*\*\*\*\*

Vernon L. Towry

Pay Period: 04/05/2014 - 04/11/2014

| Employee                            | SSN        | Status (Fed/State)            | Allowances/Extra |                      |
|-------------------------------------|------------|-------------------------------|------------------|----------------------|
| Vernon L. Towry (LWO), [REDACTED]   | [REDACTED] | Married/Married (two incomes) | Fed-2/0/CA-2/0   | Pay Date: 04/18/2014 |
| Pay Period: 04/05/2014 - 04/11/2014 |            |                               |                  |                      |
| Earnings and Hours                  | Qty        | Rate                          | Current          | YTD Amount           |
| LACoLWO                             | 36:00      | 39.71                         | 1,429.56         | 20,490.36            |
| Overtime Hourly Rate                |            |                               | 0.00             | 930.42               |
|                                     |            |                               | 1,429.56         | 21,420.78            |
| Taxes                               |            |                               | Current          | YTD Amount           |
| Federal Withholding                 |            |                               | -150.00          | -2,216.00            |
| Social Security Employee            |            |                               | -88.63           | -1,328.09            |
| Medicare Employee                   |            |                               | -20.73           | -310.60              |
| CA - Withholding                    |            |                               | -82.51           | -1,195.39            |
| CA - Disability Employee            |            |                               | -14.30           | -214.21              |
|                                     |            |                               | -356.17          | -5,264.29            |
| Net Pay                             |            |                               | 1,073.39         | 16,156.49            |

Spadaro Enterprises Inc.

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| Employee                            | SSN        | Status (Fed/State)            | Allowances/Extra |                      |
|-------------------------------------|------------|-------------------------------|------------------|----------------------|
| Vernon L. Towry (LWO), [REDACTED]   | [REDACTED] | Married/Married (two incomes) | Fed-2/0/CA-2/0   | Pay Date: 04/18/2014 |
| Pay Period: 04/05/2014 - 04/11/2014 |            |                               |                  |                      |
| Earnings and Hours                  | Qty        | Rate                          | Current          | YTD Amount           |
| LACoLWO                             | 36:00      | 39.71                         | 1,429.56         | 20,490.36            |
| Overtime Hourly Rate                |            |                               | 0.00             | 930.42               |
|                                     |            |                               | 1,429.56         | 21,420.78            |
| Taxes                               |            |                               | Current          | YTD Amount           |
| Federal Withholding                 |            |                               | -150.00          | -2,216.00            |
| Social Security Employee            |            |                               | -88.63           | -1,328.09            |
| Medicare Employee                   |            |                               | -20.73           | -310.60              |
| CA - Withholding                    |            |                               | -82.51           | -1,195.39            |
| CA - Disability Employee            |            |                               | -14.30           | -214.21              |
|                                     |            |                               | -356.17          | -5,264.29            |
| Net Pay                             |            |                               | 1,073.39         | 16,156.49            |

Spadaro Enterprises Inc.

Powered by Intuit Payroll

**16. LIVING WAGE ORDINANCE – APPLICATION FOR EXEMPTION**

Proposer is NOT exempt.

## **17. ADDITIONAL INFORMATION**

Attached

Spadaro Enterprises, Inc., dba: S&S Sweeping / Desert Star Limo, Articles of Incorporation

Form LW-1 Los Angeles County Code, Title 2 Administration

Form LW-6 Guidelines for Assessment of Proposer Labor Law/Payroll Violations

SPADARO ENTERPRISES, INC.  
DBA  
DESERT STAR LIMOUSINE  
S & S SWEEPING

ARTICLES  
OF  
INCORPORATION

ARTICLES OF INCORPORATION

OF

SPADARO ENTERPRISES, INC.

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

OCT 23 2001

BILL JONES, Secretary of State

I

The name of this corporation is SPADARO ENTERPRISES, INC..

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of the corporation's initial agent for the service of process is:

JAMES SPADARO

130 West Ave. J-5

Lancaster, CA 93537

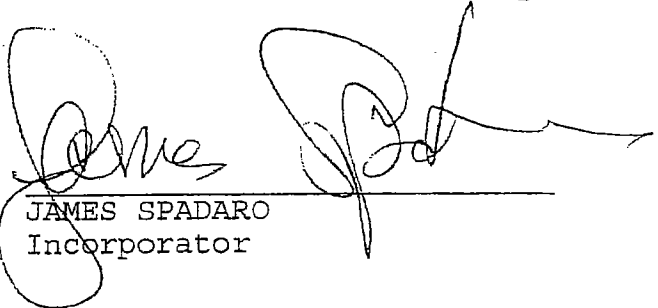
IV

The corporation is authorized to ~~issue only one class of~~ shares which shall be designated "common" shares. The total authorized number of such shares which may be issued is 250,000 shares.

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

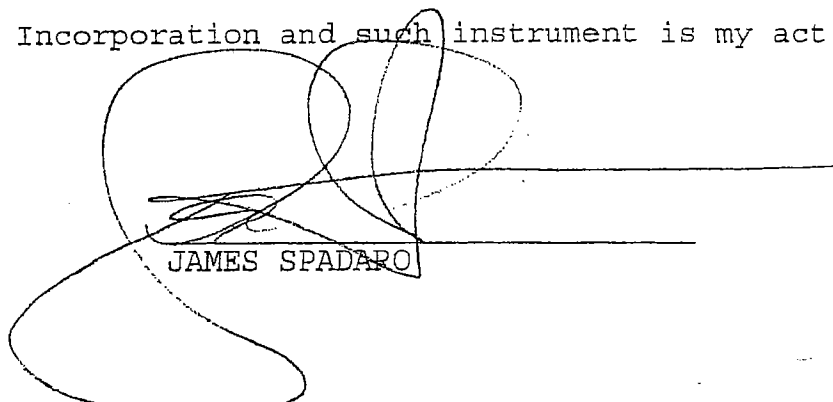
The Corporation is authorized to provide indemnification of its agents for breach of duty to the Corporation and its stockholders through bylaw provisions, agreements, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporation Code, subject to the limits on such excess limitation set forth in Section 204 of the Corporations Code.

DATED: October 18, 2001



JAMES SPADARO  
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation and such instrument is my act and deed.



JAMES SPADARO



**Bid Detail Information****Bid Number :** PW-ASD918**Bid Title :** Water Truck Service (2014-PA019)**Bid Type :** Service**Department :** Public Works**Commodity :** DUST CONTROL WATERING SVCS-PUBLIC WORKS**Open Date :** 3/27/2014**Closing Date :** 4/23/2014 5:30 PM**Bid Amount :** \$ 575,000**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Water Truck Service (2014-PA019). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total contract amount of this service is estimated to be \$575,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer must have a minimum of three years of experience performing water truck service. Subcontracting is not allowed to meet this requirement. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
2. Proposer's on-site supervisor must have a minimum of three years of experience performing water truck service. Subcontracting is not allowed to meet this requirement. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
3. Proposer must submit a minimum of three truck drivers with a valid State of California Department of Motor Vehicles Class A or B (with a minimum of a "TV" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. Subcontracting is not allowed to meet this requirement. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer must provide a minimum of three water trucks that meet or exceed the service vehicle requirements as set forth in Exhibit A, Scope of Work, paragraph G. Equipment. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit A, Scope of Work, paragraph G. Equipment. Subcontracting is not allowed to meet this requirement. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)

A Proposers' Conference will be held on Wednesday, April 9, 2014, at 10 a.m. at Los Angeles County Road Maintenance District 5, located at 38126 Sierra Highway, Palmdale, California 93550.

**ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.**

Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, we may not be able to respond to further requests for information.

The deadline to submit proposals is Wednesday, April 23, 2014, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

**Contact Name :** Eric Fong**Contact Phone# :** (626) 458-4077**Contact Email :** [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov)**Last Changed On :** 3/27/2014 7:29:39 AM

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